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5 **Attorneys for Plaintiff Karry Crossland**

6
 7 **SUPERIOR COURT OF CALIFORNIA**
 8 **IN AND FOR THE COUNTY OF LOS ANGELES**

9 **KARRY CROSSLAND, an individual,**

10 **Plaintiff,**

11 **vs.**

12 **SMILE FINDERS, a corporation; and DOES 1-**
 13 **100, inclusive,**

14 **Defendants.**

Case No.: **20TRCV00020**

COMPLAINT

1. **FAILURE TO PAY OVERTIME**
2. **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
3. **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
4. **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
5. **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
6. **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
7. **FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST**

JURY TRIAL DEMANDED

21 Plaintiff Karry Crossland brings this action against Smile Finders, a corporation; and Does 1
 22 through 100, for violations of the Labor Code.

23 **PARTIES**

24 1. Karry Crossland ("Crossland" or "Plaintiff") is and at all times relevant herein was
 25 employed in Los Angeles County, California, and was an "employee" as defined by the Labor Code
 26 and the applicable California Industrial Wage Commission ("IWC") Order(s).

27 2. Smile Finders is a California corporation formed under the laws of California.

3. At all times relevant herein, Smile Finders has been an “employer” under the Labor Code and the applicable California Industrial Wage Commission (“IWC”) Order(s).

4. Smile Finders and Does 1-100 are collectively referred to as Defendants.

5. Plaintiff is not aware of the true names and capacities of the Defendants sued herein as Does 1 through 100, whether individual, corporate, associate, or otherwise and therefore sues such Defendants by these fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged and that Plaintiff's injuries and damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each Defendant was acting within the course and scope of said agency and/or employment, with the knowledge and/or consent of said co-Defendant.

6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned herein, each of the Defendants, including each Doe Defendant, was acting as the agent, servant, employee, partner and/or joint venturer of and was acting in concert with each of the remaining Defendants, including each Doe Defendant, in doing the things herein alleged, while at all times acting within the course and scope of such agency, service, employment partnership, joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting both individually and within the course and scope of such agency and/or employment, with the knowledge and/or consent of the remaining Defendants.

VENUE AND JURY TRIAL DEMAND

7. Venue is proper in this court because the unlawful acts alleged herein took place in Los Angeles County, California and Plaintiff's place of employment with Defendants was within Los Angeles County. Plaintiff hereby demands a jury trial.

GENERAL ALLEGATIONS

8. Crossland was hired by Smile Finders in November 2006 as a Contract Specialist. Smile Finders is a corporation that owns and runs multiple dental clinics in California. Crossland's duties included handling patient complaints, addressing Yelp reviews, coordinating with office

1 managers with regard to patient issues, updating logs and insurance information for dentists, ensuring
2 that Smile Finder's dentists were included on HMO/Delta PPO plans, working on credentials and
3 malpractice insurance, etc.

4 9. Throughout her employment, Crossland was classified, treated, and paid as an
5 independent contractor. However, Crossland was not free from the control and direction of
6 Defendants in connection with the performance of work, she did not perform work that was outside the
7 usual course of Defendants' business, and she was not customarily engaged in an independently
8 established trade, occupation, or business of the same nature as the work performed for the hiring
9 entity. (See Lab. Code, § 2750.3, subd. (a); *Dynamex Operations West, Inc. v. Superior Court* (2018)
10 4 Cal.5th 903.) Crossland alleges, based on information and belief, that Smile Finders was at all times
11 relevant herein aware that Crossland was performing labor for Smile Finders as an employee and
12 should have been regarded as such.

13 10. Crossland typically worked three days per week, with her shifts typically between five
14 and seven hours. However, on the occasions where Crossland worked in excess of eight hours in a
15 workday, she was not paid overtime at one-and-one-half times her regular rate of pay.

16 11. Further, Crossland was not provided with a ten-minute rest period for every four hours
17 worked, nor a thirty-minute meal period for every five hours worked. Crossland was not paid with an
18 hour's pay at her regular rate of compensation for every rest and meal period that was not provided.

19 12. Furthermore, in conjunction with the erroneous classification of Crossland as an
20 independent contractor, she was not issued itemized wage statements in compliance with Labor Code
21 section 226, subdivision (a). The pay documents issued to Crossland did not show total hours worked
22 and all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate. (**Exhibit 1.**)

24 13. Defendants were, at all times relevant herein, aware of the requirements of Labor Code
25 section 226.

26 14. Defendants have, at all times relevant herein, furnished wage statements to each of its
27 California employees pursuant to an established set of policies, procedures and practices.
28

1 15. Crossland suffered injury as a result of Defendants' knowing and intentional failure to
2 comply with Labor Code section 226, subdivision (a).

3 16. Crossland's employment with Defendants ended on or around September 19, 2019. To
4 date, she has not been paid all wages due and owing.

5 17. On November 1, 2019, counsel for Crossland requested from Smile Finders, via
6 certified mail with return receipt requested, copies of Crossland's payroll and personnel records,
7 pursuant to Labor Code sections 226(b) and 1198.5, respectively. (**Exhibit 2.**) Despite receiving that
8 request, Smile Finders failed to comply with it.

9 18. The foregoing list of misconduct is a partial list only and set forth by way of example.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY OVERTIME**
12 **(Lab. Code, § 510; IWC Wage Order No. 4-2001)**
 Against Defendants

13 19. Plaintiff hereby realleges and incorporates by reference each and every allegation set
14 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
15 allegations of this cause of action.

16 20. Pursuant to Labor Code section 510, any work in excess of eight hours in one workday
17 and any work in excess of forty hours in any one workweek and the first eight hours worked on the
18 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
19 one-half times the regular rate of pay for an employee. Any work in excess of twelve hours in one day
20 shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In
21 addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at
22 the rate of no less than twice the regular rate of pay of an employee.

23 21. Industrial Welfare Commission Wage Order No. 4-2001 governs professional,
24 technical, clerical, mechanical and similar occupations and at all times applied to Plaintiff's
25 employment with Defendants. (See Cal. Code Regs., tit. 4, 11160.)

26 22. Pursuant to Labor Code section 1198 and applicable IWC Wage Order(s), it is unlawful
27 to compensate an employee at a rate less than either one and one-half or two times the regular rate of
28

1 pay for overtime hours worked, depending upon the number of hours worked by the employee on a
2 daily or weekly basis.

3 23. Nevertheless, as set forth above, Defendants failed to compensate Plaintiff for all
4 overtime worked.

5 24. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

6 **SECOND CAUSE OF ACTION**
7 **FAILURE TO PROVIDE MEAL PERIODS OR PAY PREMIUMS**
8 **(Lab. Code, §§ 226.7, 512; IWC Wage Order No. 4-2001)**
9 **Against Defendants**

10 25. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 26. Labor Code section 226.7 requires employers to provide employees meal periods as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the Industrial Welfare Commission.
17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one additional hour of pay at the employee's
20 regular rate of compensation for each work day that the meal or rest period is
21 not provided.

22 27. Labor Code section 512(a) and IWC Wage Order No. 4-2001 provide that an employer
23 may not employ a person for a work period of more than five hours per day without providing that
24 employee a meal period of not less than thirty minutes, except that if the total work period per day is
25 no more than six hours, the meal period may be waived by mutual consent of both the employer and
26 employee. An employer may not employ a person for a work period of more than ten hours per day
27 without providing an employee with a second meal period of not less than thirty minutes, except that if
28 the total work period per day of the employee is no more than twelve hours, the meal period may be

1 waived by mutual consent of both the employer and the employee, and if the first meal period was not
2 waived.

3 28. During the relevant time period, Plaintiff was not provided with meal breaks as
4 required by law and did not receive an additional hour of premium pay for each missed meal period.

5 29. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE REST PERIODS OR PAY PREMIUMS**
8 **(Lab. Code, § 226.7; IWC Wage Order No. 4-2001)**
9 **Against Defendants**

10 30. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 31. Labor Code section 226.7 requires employers to provide employees meal periods as
14 mandated by Order of the Industrial Welfare Commission. It states:

- 15 a. No employer shall require any employee to work during any meal or rest period
16 mandated by an applicable order of the Industrial Welfare Commission.
17 b. If an employer fails to provide an employee a meal period or rest period in
18 accordance with an applicable order of the Industrial Welfare Commission, the
19 employer shall pay the employee one additional hour of pay at the employee's
20 regular rate of compensation for each work day that the meal or rest period is
21 not provided.

22 32. Section 11 of the applicable IWC Wage Order provides:

23 “(A) Every employer shall authorize and permit all employees to take rest periods,
24 which insofar as practicable shall be in the middle of each work period. Nothing in this
25 provision shall prevent an employer from staggering rest periods to avoid interruption
26 in the flow of work and to maintain continuous operations, or from scheduling rest
27 periods to coincide with breaks in the flow of work that occur in the course of the
28 workday. The authorized rest period time shall be based on the total hours worked
daily at the rate of ten (10) minutes net rest time for every four (4) hours worked, or
major fraction thereof. Rest periods shall take place at employer designated areas,
which may include or be limited to the employees' immediate work area.

1 (B) Rest periods need not be authorized in limited circumstances when the disruption
2 of continuous operations would jeopardize the product or process of the work.
3 However, the employer shall make up the missed rest period within the same workday
4 or compensate the employee for the missed ten (10) minutes of rest time at his/her
5 regular rate of pay within the same pay period.

6 (C) A rest period need not be authorized for employees whose total daily work time is
7 less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as
8 hours worked for which there shall be no deduction from wages.

9 (D) If an employer fails to provide an employee a rest period in accordance with the
10 applicable provisions of this order, the employer shall pay the employee one (1) hour of
11 pay at the employee's regular rate of compensation for each workday that the rest
12 period is not provided."

13 33. During the relevant time period, Plaintiff was not provided with rest breaks as required
14 by law and did not receive an additional hour of premium pay for each missed rest break.

15 34. Wherefore, Wherefore, Plaintiff has been injured and requests relief as hereinafter
16 provided.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PAY ALL WAGES DUE UPON CESSATION OF EMPLOYMENT**
19 **(Lab. Code, § 201 *et seq.*)**
20 **Against Defendants**

21 35. Plaintiff hereby realleges and incorporates by reference each and every paragraph set
22 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 36. Labor Code section 201 requires an employer to pay an employee all wages earned and
25 unpaid at the time the employer discharges the employee. Labor Code section 202 requires an
26 employer to pay the employee all wages due no later than 72 hours after the employee quits his
27 employment.

28 37. Labor Code section 203 provides: "If an employer willfully fails to pay, without
abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall continue as a penalty from

1 the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages
2 shall not continue for more than 30 days”.

3 38. During the relevant time period, Defendants failed to pay Plaintiff all earned but unpaid
4 wages at discharge.

5 39. Wherefore, Plaintiff has been injured and requests relief as hereinafter provided.

6 **FIFTH CAUSE OF ACTION**
7 **FAILURE TO FURNISH COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS**
8 **(Lab. Code, § 226, subd. (a))**
9 **Against Defendants**

10 40. Plaintiff hereby realleges and incorporates by reference each and every allegation set
11 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
12 allegations of this cause of action.

13 41. Pursuant to Labor Code section 226, subdivision (a), “every employer shall,
14 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a
15 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the
16 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross
17 wages earned, (2) total hours worked by the employee . . . , (3) the number of piece-rate units earned
18 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net
19 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
20 employee and only the last four digits of his or her social security number or an employee
21 identification number, (8) the name and address of the legal entity that is the employer . . . , (9) all
22 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
23 each hourly rate by the employee and, if the employer is a temporary services employer . . . , the rate of
24 pay and the total hours worked for each temporary services assignment.”

25 42. An employee suffering injury as a result of the knowing and intentional failure by an
26 employer to comply with Labor Code section 226, subdivision (a) is entitled to recover the greater of
27 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
28 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the

1 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable
2 attorney's fees. (Lab. Code, § 226, subd. (e)(1).)

3 43. An employee is deemed to suffer injury if the employer fails to provide a wage
4 statement or if the employer fails to provide accurate and complete information as required by any one
5 or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and
6 easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee
7 during the pay period or any of the other information required to be provided pursuant to Labor Code
8 section 226, subdivision (a)(2)-(4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
9 name and address of the employer and iv) the name of the employee and the last four digits of his or
10 her social security number or employee identification number. (Lab. Code, § 226, subds. (e)(2)(A)
11 and (B)(i)-(iv).) "Promptly and easily determine" means a reasonable person would be able to readily
12 ascertain the information without reference to other documents or information. (Lab. Code, § 226,
13 subd. (e)(2)(C).)

14 44. During the relevant time period, Defendants intentionally and willfully failed to furnish
15 accurate itemized wage statements in violation of Labor Code section 226, subdivision (a).

16 45. Wherefore, Wherefore, Plaintiff has been injured and requests relief as hereinafter
17 provided.

18 **SIXTH CAUSE OF ACTION**
19 **FAILURE TO PRODUCE PAYROLL RECORDS UPON REQUEST**
20 **(Lab. Code, § 226, subd. (c))**
Against Defendants

21 46. Plaintiff hereby realleges and incorporates by reference each and every allegation
22 set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
23 allegations of this cause of action.

24 47. Pursuant to California Labor Code Labor Code section 226(c), an employer who
25 receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining
26 to a current or former employee shall comply with the request as soon as practicable, but no later
27 than 21 calendar days from the date of the request.
28

1 48. As set forth above, Plaintiff requested copies of his wage statements, but Defendants
2 failed to timely comply.

3 49. Wherefore, Plaintiff seeks relief as set forth below.

4 **SEVENTH CAUSE OF ACTION**
5 **FAILURE TO PRODUCE PERSONNEL RECORDS UPON REQUEST**
6 **(Lab. Code, § 1198.5, subds. (a), (b)(1))**
7 **Against Defendants**

8 50. Plaintiff hereby realleges and incorporates by reference each and every allegation
9 above as though fully set forth herein, except as said paragraphs are inconsistent with the
10 allegations of this cause of action.

11 51. Pursuant to California Labor Code section 1198.5(a): Every current and former
12 employee, or his or her representative, has the right to inspect and receive a copy of the personnel
13 records that the employer maintains relating to the employee's performance or to any grievance
14 concerning the employee.

15 52. Pursuant to California Labor Code section 1198.5(b)(1): The employer shall make
16 the contents of those personnel records available for inspection to the current or former employee,
17 or his or her representative, at reasonable intervals and at reasonable times, but not later than 30
18 calendar days from the date the employer receives a written request."

19 53. Pursuant to California Labor Code section 1198.5(k): If an employer fails to permit
20 a current or former employee, or his or her representative, to inspect or copy personnel records
21 within the times specified in this section, or times agreed to by mutual agreement as provided in
22 this section, the current or former employee or the Labor Commissioner may recover a penalty of
23 seven hundred fifty dollars (\$750) from the employer.

24 54. As set forth above, Defendants failed to timely comply with Labor Code section
25 1198.5 and furnish the records requested pursuant to Labor Code section 1198.5.

26 55. Wherefore, Plaintiff has been harmed and requests relief as hereinafter provided.

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 3 1. For unpaid wages;
- 4 2. That this Court award injunctive relief, including that available under Labor Code
- 5 section 226(h);
- 6 3. That this Court award statutory penalties including, but not limited to, those available
- 7 under Labor Code sections 203, 226, and 1198.5;
- 8 4. That this Court award statutory attorneys' fees and costs, including those available
- 9 under Labor Code sections 218.5, 226, subdivisions (e)(1) and (h), 1194, as well as
- 10 Code of Civil Procedure section 1021.5;
- 11 5. That this Court award prejudgment and post-judgment interest according to any
- 12 applicable provision of law or as otherwise permitted by law, including those available
- 13 under Civil Code sections 3287(a) and 3289(b); and
- 14 6. That this Court award such other and further relief as the court deems just and proper.

15 ///

16 **DATED:** January 8, 2020

MAYALL HURLEY P.C.

17 By _____


JOHN P. BRISCOE
Attorneys for Plaintiff
KARRY CROSSLAND

EXHIBIT 1

002549
CO. FILE DEPT. CLOCK VCHR. NO. 07D
MNB 010556 000005 0000480020 1

SMILE FINDERS
4411 REDONDO BEACH BLVD.
LAWDALE, CA 90260

Earnings Statement



Period Beginning: 11/09/2018
Period Ending: 11/25/2018
Pay Date: 11/30/2018

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

KARRY CROSSLAND

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
1099			644.67*	20,799.12
Other				50.00
Gross Pay			\$644.67	20,849.12

Other Benefits and Information	this period	total to date
P.T.O. Bal		0.00

Important Notes

COMPANY PH: 310-388-0444

Deductions	Statutory	
Social Security Tax		3.10
Medicare Tax		0.73
CA SUI/SDI Tax		0.50
Net Pay		\$644.67
Checking 1		-644.67
Net Check		\$0.00

* Excluded from federal taxable wages

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TEAR HERE

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VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

SMILE FINDERS
4411 REDONDO BEACH BLVD.
LAWDALE, CA 90260

Advice number: 00000480020
Pay date: 11/30/2018

Deposited to the account of	account number	transit ABA	amount
KARRY CROSSLAND	[REDACTED]	xxxx xxxx	\$644.67

THIS IS NOT A CHECK

NON-NEGOTIABLE

EXHIBIT 2

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

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450 N. BRAND BLVD., SUITE 600
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JOHN P. BRISCOE
VLADIMIR J. KOZINA
ANGELA C. RUSSELL
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

November 1, 2019

SENT VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260

Re: Karry Crossland

To whom it may concern:

This office represents Karry Crossland in connection with claims arising from her former employment with Smile Finders. Ms. Crossland hereby requests copies of the following items:

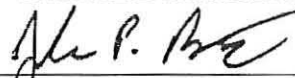
1. Itemized wage statements, pursuant to Labor Code section 226, subdivision (b);
2. All documents signed relating to the obtaining or holding of employment, pursuant to Labor Code section 432;
3. Personnel records, pursuant to Labor Code section 1198.5, subdivision (b); and
4. All records documenting hours worked and paid sick days accrued and used, pursuant to Labor Code section 247.5, subdivision (a).

Enclosed is a signed authorization from Ms. Crossland, designating this firm as legal counsel and authorizing it to obtain the items listed above. If you have any questions concerning these requests, do not hesitate to contact me.

Sincerely,

MAYALL HURLEY P.C.

By


JOHN P. BRISCOE

Enclosure

Employee Records Request

Pursuant to California Labor Code sections 226(b), 247.5, 432, and 1198.5, I, Karry Crossland (DOB: 05/16/1954), hereby authorize Smile Finders to release copies of my payroll records, records of paid/accrued sick days, personnel records and personnel file to Mayall Hurley P.C. Please send my records to:

John P. Briscoe, Esq.
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, CA 95207
jbriscoe@mayallaw.com

Dated: 10/18/2019

Karry Crossland
Signature

KARRY CROSSLAND
Print Name

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253



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02 4W
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Smile Finders
4411 Redondo Beach Blvd.
Lawndale, CA 90260



November 15, 2019

Dear Lindsay Zoetewey:

The following is in response to your request for proof of delivery on your item with the tracking number:
9489 0090 0027 6174 2005 01.

Item Details

Status:	Delivered
Status Date / Time:	November 15, 2019, 1:26 pm
Location:	LAWNDALE, CA 90260
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™ Return Receipt Electronic

Recipient Signature

Signature of Recipient:	<table><thead><tr><th colspan="2">Delivery Section</th></tr></thead><tbody><tr><td>Signature</td><td>April Williams</td></tr><tr><td>Printed name</td><td>April Williams</td></tr><tr><td colspan="2">Date</td></tr><tr><td colspan="2">11/15/2019</td></tr><tr><td>Delivery address</td><td>7411 Redondo Blvd 81</td></tr></tbody></table>	Delivery Section		Signature	April Williams	Printed name	April Williams	Date		11/15/2019		Delivery address	7411 Redondo Blvd 81
Delivery Section													
Signature	April Williams												
Printed name	April Williams												
Date													
11/15/2019													
Delivery address	7411 Redondo Blvd 81												
Address of Recipient:													

Note: Scanned image may reflect a different destination address due to Intended Recipient's delivery instructions on file.

Thank you for selecting the United States Postal Service® for your mailing needs. If you require additional assistance, please contact your local Post Office™ or a Postal representative at 1-800-222-1811.

Sincerely,
United States Postal Service®
475 L'Enfant Plaza SW
Washington, D.C. 20260-0004