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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

JOEL VILLALPANDO,

Plaintiff,

v.

RED SPARROW SERVICES, INC., a California
Corporation; AVREK LAW FIRM, A
Professional Law Corporation; MARYAM
PARMAN, an individual; DOES 1-10, business
entities, forms unknown; DOES 11-20,
individuals; and DOES 21-30, inclusive,

Defendants.

Case No.: 30-2020-01140620-CU-OE-CJC

**Plaintiff Joel Villalpando's First Amended
Complaint For:**

1. Failure to Pay Minimum Wages (L.C. §§ 1194, 1197, 1197.1 and Wage Order 4-2001);
2. Liquidated Damages for Failure to Pay Minimum Wages (L.C. § 1194.2);
3. Failure to Provide Meal Breaks (L.C. §§ 226.7, 512, and Wage Order 4);
4. Failure to Provide Rest Breaks (L.C. § 226.7, and Wage Order 4);
5. Failure to Pay Overtime and Double-time Wages (L.C. §§ 204, 510, 1194, and Wage Order 4-2001);
6. Failure to Provide Accurate and Itemized Wage Statements (L.C. § 226 and Wage Order 4-2001);
7. Failure to Pay Wages Promptly after Termination/Waiting Time Penalties (L.C. §§ 202 and 203);
8. Failure to Reimburse Business Expenses (L.C. § 2802 and Wage Orders 4); and
9. Unfair Business Practices (Bus. & Prof. Code §§ 17200, et seq.); and
10. Breach of Contract
11. Private Attorneys General Act (L.C. §§ 2698, et seq.)

Action Filed: May 26, 2020
Judge: Thomas A. Delaney, department C24

Plaintiff Joel Villalpando (“Plaintiff” or “Mr. Villalpando”) hereby files this first amended complaint against Red Sparrow Services, Inc. (“Red Sparrow”), Avrek Law Firm, A Professional Law Corporation (“Avrek”), Maryam Parman (“Parman”), and DOES 1-30 (collectively “Defendants”). Plaintiff is informed and believes, and based thereon alleges, unless otherwise indicated, as follows:

I. NATURE OF THE ACTION

1. Plaintiff files this action to recover damages and penalties, and to obtain other remedies afforded by law, for, among other things, violations of the applicable California Wage Orders, California Labor Code, and breach of contract.

2. Plaintiff brings this action against Defendants for damages, including unpaid wages, liquidated damages, statutory damages and associated statutory and civil penalties, emotional distress damages, other consequential and general damages, prejudgment interest, costs, attorneys’ fees, and other appropriate relief arising out of, or related to, Defendants’ unlawful conduct.

II. PARTIES, JURISDICTION, AND VENUE

3. Plaintiff Joel Villalpando is an individual residing in the County of Orange, State of California and was employed by Defendant Red Sparrow in the County of Orange.

4. Defendant Maryam Parman is an individual residing in the County of Orange, State of California and employed Plaintiff in the County of Orange.

5. At all times herein mentioned defendant Maryam Parman was a manager, member, and/or owner of Red Sparrow Services, Inc., and Avrek Law Firm, A Professional Law Corporation, and, among other things, had authority over Plaintiff’s wages, other compensation, working conditions, and other terms and conditions of Plaintiff’s employment and/or business relationship with Defendants.

6. At all times herein mentioned, Defendant Red Sparrow was and is a corporation organized under the laws of the State of California, licensed to do business therein, and, in concert with other Defendants, were and are doing business in California, including the County of Orange.

7. At all times herein mentioned, Defendant Avrek was and is a professional law corporation organized under the laws of the State of California, licensed to do business therein, and, in concert with other Defendants, were and are doing business in California, including the County of Orange.

8. The true names and/or capacities, whether individual, corporate, associate, or otherwise, of

1 Defendants named herein as DOES 1 through 30, inclusive, are unknown to Plaintiff at this time, who
2 therefore sue said Defendants by such fictitious names. Each of the Defendants designated herein by
3 fictitious name is in some manner responsible for the events and happenings herein referred to, and
4 caused damages proximately and foreseeably thereby to Plaintiff as hereinafter alleged. Plaintiff ask
5 leave of the Court to amend this Complaint when the true names and capacities of the DOE Defendants
6 have been ascertained.

7 9. Plaintiff is informed and believes, and thereon alleges, that Defendants are the partners, agents,
8 alter egos, servants, owners, shareholders, associates, managers, members, principals or employees of
9 the each other and/or were acting at all times within the course and scope of such relationship. Thus,
10 whenever appearing in this complaint, each and every reference to “Defendants” is intended to be, and
11 shall be deemed, a collective reference to Defendants and Does 1-30.

12 10. Each Defendant acted in all respects pertinent to this action as the agent of the other defendants,
13 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
14 defendant are legally attributable to the other defendants as each defendant has ratified, approved, and
15 authorized the acts of each of the remaining defendants with full knowledge of said acts.

16 11. Venue is proper in the Superior Court of California, County of Orange, as this Court has
17 personal jurisdiction over Defendants pursuant to Code of Civil Procedure § 395. Plaintiff worked in
18 and violations occurred in Orange County, and the contracts of employment were formed in Orange
19 County.

20 12. Plaintiff is further informed and believes and thereon alleges that Defendant Parman was and
21 at all times mentioned herein did completely control, dominate, manage and/or operate Red Sparrow
22 and Avrek as her alter ego, such that any separateness between them has ceased to exist and recognition
23 of the form of Defendant Red Sparrow and Avrek would operate as a sham because it is the alter ego
24 of Defendant Parman to wit:

25 13. At all relevant times, there existed a unity of interest and ownership between the two such that
26 any individuality and separateness between the two has ceased. Because either the company was
27 inadequately capitalized or it was a mere shell, instrumentality and conduit through which Defendant
28 Parman carried on her business, exercising complete control and dominance over such business that

any individuality and separateness did not exist, assets were commingled or Defendant Parman used such corporate assets for her personal use, or caused the corporate assets to be transferred to her without adequate consideration, withdrew funds from the bank accounts for her personal use and/or intermingled assets, liabilities, and obligations between the two.

14. It would sanction a fraud or promote injustice to uphold the corporate entity of Defendant Red Sparrow and Avrek and allow Defendant Parman to escape personal liability for its debts.

15. Labor Code § 558.1 provides that “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Defendant Parman was Plaintiff’s employer or was “other person(s) acting on behalf of” Defendant Red Sparrow and Avrek, as defined by Labor Code § 558.1(b), for the purposes of Labor Code § 558.1. As such, Defendant Parman may be held personally liable for Labor Code violations alleged herein.

16. At all times herein mentioned defendant Maryam Parman was a manager, member, and/or owner of Red Sparrow and Avrek, and, among other things, had authority over Plaintiff’s wages, other compensation, working conditions, and other terms and conditions of Plaintiff’s employment and/or business relationship with Defendants.

III. FACTUAL ALLEGATIONS

a. Background

17. By this reference, Mr. Villalpando alleges and incorporates herein each and every allegation set forth in all previous paragraphs of the Complaint.

18. Defendants are in the business of operating a personal injury law firm in Orange County under the name of Avrek Law Firm, A Professional Corporation and Red Sparrow Services Incorporated.

19. Mr. Villalpando started working for Avrek in approximately August 2015. He held the position of “Intake Specialist” and his duties included answering incoming phone calls from potential clients, as well as reaching out to lead lists of clients as instructed by Avrek and later Red Sparrow. Additionally, Mr. Villalpando was expected to respond to emails and online inquiries from potential clients. Defendants’ system directed calls from potential clients straight to Mr. Villalpando’s cell phone. To meet his obligations, Mr. Villalpando regularly had to work during his morning commute

1 to the office and afternoon commute from the office, and also respond to emails and calls after he
2 returned home from the office.

3 **b. Failure to Compensate for All Hours Worked, Including Minimum Wage, Overtime, and**
4 **Double-time Compensation**

5 20. Consequently, Mr. Villalpando's workday regularly extended from 7:00 a.m. to 11:00 p.m., six
6 to seven days per week. However, Mr. Villalpando was only compensated for the hours of 9:00 a.m.
7 to 5:00 p.m., or 10:00 a.m. to 6:00 p.m. (the 8-hour time period Mr. Villalpando was physically present
8 in the office), five days per week, even though Defendants knew about the actual hours that Mr.
9 Villalpando worked and expected Mr. Villalpando to work were substantially more than this.
10 Defendants would reprimand and chastise their employees, including Mr. Villalpando, if they did not
11 answer the incoming intake calls late into the evenings. Employees were told that they could stop
12 answering calls at midnight but were otherwise expected to be available to answer calls up until that
13 time.

14 21. From August 2015 until August 2018, Mr. Villalpando earned an hourly income of \$20.00 per
15 hour. Starting in approximately August 2018, Avrek Law Firm, A Professional Corporation modified
16 its corporate identity and became Red Sparrow Services Incorporated. When Red Sparrow took over
17 as Mr. Villalpando's employer, it switched Mr. Villalpando to a salaried employee, even though none
18 of his duties had changed. From August 2018 until his separation, which occurred on approximately
19 August 20, 2019, Mr. Villalpando earned an annual income of \$47,500.00 per year.

20 22. Defendants have engaged in a pattern and/or practice of improperly classifying Mr. Villalpando
21 as an exempt employee during his employment with Defendants and paying Mr. Villalpando and other
22 employees in his position a flat salary irrespective of the actual number of daily or weekly hours
23 worked. In reality, Mr. Villalpando was a non-exempt employee for purposes of the Labor Code
24 because he was not compensated at least twice the minimum wage for full-time employment and/or
25 was not performing job duties that fit within one or more of the categorical exemptions provided by
26 the Labor Code and Industrial Welfare Commission Wage Orders.

27 23. During other periods, Defendants have treated Mr. Villalpando as a non-exempt employee and
28 paid him on an hourly basis, and during such periods have engaged in a pattern and/or practice of

1 failing to pay him for off-the-clock work performed that Defendants suffered and permitted Mr.
2 Villalpando to work and which Defendants also knew and/or should have known that Mr. Villalpando
3 was working.

4 24. Mr. Villalpando regularly worked in excess of eight (8) or twelve (12) hours per day and/or
5 forty (40) hours per workweek and/or on the seventh consecutive day in a given workweek, but
6 Defendants, as a matter of policy, failed and fail to pay all applicable overtime or double-time
7 compensation for all hours actually worked by employees as required by Labor Code §§ 204, 510,
8 1194, 1194.2 and Industrial Welfare Commission Wage Order (“Wage Order”) 4-2001, § 3. Defendants
9 simply did not pay proper overtime and double-time rates for these premium hours worked or
10 sometimes even any compensation at all.

11 25. Moreover, Defendants required Mr. Villalpando to travel to perform work for Defendants,
12 including travel for intake/sign-up meetings with potential clients and other follow-up meetings with
13 current clients of Defendants. Defendants, however, failed to pay Mr. Villalpando for this time spent
14 traveling to and from meetings, thus, denied him the payment of all required minimum, overtime, and
15 double-time wages due.

16 **c. Failure to Pay Commissions, Bonuses, and Contractually Promised Wages Due**

17 26. Throughout Mr. Villalpando’s entire tenure, Defendants implemented a bonus structure
18 whereby employees in Mr. Villalpando’s position earned commissions based on how many clients they
19 signed up for the law firm. Defendants failed to pay Mr. Villalpando all commissions, bonuses, and
20 wages due as promised by contract.

21 **d. Failure to Provide Meal and Rest Breaks**

22 27. To motivate maximum retention of clients, Defendants rewarded the signing up of clients with
23 material goods, including designer handbags. That is, Defendants deliberately created a competitive
24 culture and incentivized employees to work through rest and meal periods.

25 28. Throughout his nearly 49-month tenure, Mr. Villalpando did not receive lawful meal and rest
26 periods. Defendants failed and to maintain a policy and practice that provides employees with off-duty
27 meal periods as required by California law. Mr. Villalpando was regularly required to work or worked
28 in excess of five (5) hours a day and at times in excess of ten (10) hours a day without being provided

1 at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§
2 226.7, 512, and Wage Order 4-2001, § 11. Defendants also failed to pay Mr. Villalpando the premium
3 compensation mandated by Labor Code § 226.7(b) for these missed meal periods.

4 29. Defendants failed and continues to fail to maintain a policy that provides Mr. Villalpando with
5 off-duty rest periods as required by California law. He regularly worked in excess of four hours or a
6 major fraction thereof during workdays without being provided at least a ten-minute rest period in
7 which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Wage Order 4-
8 2001, § 12. Defendants also failed pay him the premium compensation mandated by Labor Code §
9 226.7(b) for these missed rest periods.

10 **e. Failure to Furnish Accurate Itemized Wage Statements**

11 30. As a consequence of the work conditions they perpetuated, Defendants failed to provide Mr.
12 Villalpando with accurate itemized wage statements. As Mr. Villalpando was not paid all wages due
13 for all minimum, overtime and double-time wages, and premium wages for missed and denied meal
14 and rest breaks, as discussed above, the wage statements fail to set forth all gross wages earned, in
15 violation of Labor Code § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2),
16 and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates in effect
17 during the pay period and the corresponding number of hours worked, in violation of Labor Code §
18 226(a)(9).

19 31. Moreover, and independent of the above allegations, Defendants violated California Labor
20 Code § 226(a) by willfully failing to furnish our client with accurate, itemized wage statements showing
21 the actual hours worked on a daily basis and properly distinguishing overtime from non-overtime work,
22 in violation of Labor Code § 226(a)(2) and (a)(9), respectively.

23 **f. Failure to Reimburse Expenses**

24 32. Defendants have violated California Labor Code § 2802 by willfully failing to reimburse Mr.
25 Villalpando for all expenses they incurred in the performance of his job duties for Defendants. Mr.
26 Villalpando routinely traveled for intake/sign-up meetings with potential clients and other follow-up
27 meetings with current clients of Defendants and would incur costs for travel, including gas, automobile
28 insurance and maintenance costs. Mr. Villalpando also incurred costs associated with use of his

1 personal cell phones associated with communicating with current and/or potential clients of
2 Defendants, among other necessities.

3 33. Defendants failed to reimburse Mr. Villalpando for all costs associated with the use of his
4 personal vehicles and personal cell phones, in violation of Labor Code § 2802. Mr. Villalpando asked
5 to be reimbursed on numerous occasions but was not. Eventually a company phone was provided to
6 him to use.

7 **g. Failure to Pay Wages Due Upon Termination**

8 34. As Defendants failed to pay all wages due, including all minimum, overtime and double-time
9 wages, and premium wages for missed and denied meal and rest breaks, upon termination of the
10 employment relationship between Defendants and Mr. Villalpando, Defendants willfully failed to pay
11 Mr. Villalpando all wages earned and owed in violation of California Labor Code section 202. Pursuant
12 to section 203 of the Labor Code, Mr. Villalpando is entitled to recover up to thirty (30) days of wages
13 due to Defendants' willful failure to comply with the statutory requirements of section 202 of the Labor
14 Code.

15 **IV. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **LABOR CODE §§ 1194, 1197, AND 1197.1 AND WAGE ORDER 4-2001**

19 **(Against all Defendants)**

20 35. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set
21 forth herein.

22 36. As a pattern and practice, Defendants failed and refused to pay Plaintiff wages owed to him
23 pursuant to Wage Order 4-2001 § 4 by, *inter alia*, failing to compensate Plaintiff for time spent suffered
24 or permitted to work at the legal minimum wage level, and for all other hours worked, including for
25 meal periods that were not provided in an uninterrupted manner.

26 37. Labor Code § 558.1 provides that "Any employer or other person acting on behalf of an
27 employer, who violates, or causes to be violated . . . [Labor Code §] 1194 . . . may be held liable as the
28 employer for such violation."

38. As a result of Defendants violations of Labor Code §§ 204, 1194, 1197, and Wage Order 4-2001 for failure to pay minimum wage, Plaintiff is entitled to recover unpaid minimum wage compensation and interest thereon, plus attorneys' fees and costs, in an amount to be established according to proof at trial.

SECOND CAUSE OF ACTION

LIQUIDATED DAMAGES FOR FAILURE TO PAY MINIMUM WAGES

LABOR CODE § 1194.2

(Against all Defendants)

39. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

40. Pursuant to Labor Code § 1194.2, in any action under Section 1194 to recover wages as a result of payment less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

41. Plaintiff was not paid at least the minimum wage for all hours worked, as required by the Labor Code and Wage Order 4-2001 § 4.

42. Plaintiff is entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon, plus attorneys' fees and costs, in an amount to be established according to proof at trial.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL BREAKS IN VIOLATION OF WAGE ORDER 4, § 11 AND

LABOR CODE §§ 226.7 AND 512

(Against all Defendants)

43. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

44. Pursuant to California Labor Code § 512, and Wage Order 4, § 11, no employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes.

1 45. California Labor Code § 226.7 provides that an employer shall not require an employee to work
2 during a meal or rest period mandated pursuant to an applicable statute or order of the Industrial
3 Welfare Commission.

4 46. Wage Order 4, § 11 and Labor Code § 226.7 each mandate that an employer shall pay the
5 employee one additional hour of pay at the employee's regular rate of compensation for each workday
6 that the meal period is not provided.

7 47. Defendants did not provide Plaintiff with his required meal period or periods on a number of
8 workdays. Furthermore, Defendants failed to compensate Plaintiff one hour of pay for each workday
9 that a meal period was not provided.

10 48. As a result of Defendants' conduct, Plaintiff has sustained economic damages, including but
11 not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff is
12 entitled to recover economic and statutory damages and penalties and other appropriate relief from
13 Defendants' violations of the California Labor Code and IWC Wage Order 4.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE REST BREAKS IN VIOLATION OF WAGE ORDER 4, § 12 AND**
16 **LABOR CODE § 226.7**

17 **(Against Employer Defendants)**

18 49. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth
19 herein.

20 50. California Labor Code § 226.7 prohibits an employer from requiring an employee to work
21 during any rest period mandated by an applicable Industrial Wage Order.

22 51. Pursuant to Wage Order 4, § 12, every employer shall authorize and permit all employees to
23 take rest periods at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

24 52. If an employer fails to provide an employee with a rest period as required, the employer must
25 pay the employee one hour of pay at the employee's regular rate of compensation for each workday
26 that a rest period is not provided as required.

27 53. Defendants failed to authorize or permit Plaintiff to take a rest period or periods on a number
28 of workdays. Furthermore, Defendants failed to compensate Plaintiff one hour of pay for each workday

1 that a rest period was not provided.

2 54. As a result of Defendants' conduct, Plaintiff has sustained economic damages, including but
3 not limited to unpaid wages and lost interest, in an amount to be established at trial, and Plaintiff is
4 entitled to recovery economic and statutory damage and penalties and other appropriate relief from
5 Defendants' violations of the California Labor Code and IWC Wage Order 4.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME AND DOUBLE-TIME WAGES IN VIOLATION OF**
8 **LABOR CODE §§ 204, 510, 1194, AND WAGE ORDER 4-2001**

9 **(Against all Defendants)**

10 55. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set
11 forth herein.

12 56. California Labor Code § 510 et seq. and Wage Order 4-2001 § 3 state that an employee must
13 be paid overtime, equal to one and one-half (1 ½) times the employee's regular rate of pay, for all hours
14 worked in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any
15 one workweek and the first eight (8) hours worked on the seventh day of work in any one workweek.

16 57. California Labor Code § 510 et seq. and Wage Order 4-2001 § 3 also states that any work in
17 excess of twelve (12) hours in one day or in excess of eight (8) hours on the seventh day of work in
18 any one workweek shall be compensated at the rate of no less than twice the regular rate of pay for an
19 employee.

20 58. Plaintiff is entitled to bring a civil action to recover on claims involving failure to pay overtime
21 pursuant to Labor Code § 1194.

22 59. On occasions where Plaintiff work/worked more than forty (40) hours per week and/or eight
23 (8) hours per day, he was not paid all due overtime wages for such work as a result of Defendants'
24 failure to compensate Plaintiff for work performed.

25 60. On occasions where Plaintiff work/worked more than twelve (12) hours in one day and/or in
26 excess of eight (8) hours on the seventh day of work in a workweek, he was not paid twice the regular
27 rate for such work as a result of Defendants' failure to compensate Plaintiff for work performed.

28 61. Defendants have failed and refused to pay correct overtime compensation to Plaintiff.

62. Pursuant to California Labor Code § 1194, Plaintiff is entitled to recover unpaid overtime compensation, including interest thereon, plus attorneys' fees and costs, in an amount to be proven at trial.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

LABOR CODE §§ 226 AND WAGE ORDER 4-2001

(Against all Defendants)

63. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

64. Labor Code § 226 requires an employer to furnish its employees with an accurate itemized statement in writing showing, among other things, (1) gross wages earned, (2) total hours worked by each respective individual, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

65. Therefore, pursuant to Labor Code § 226, Defendants were required to maintain accurate records pertaining to the total hours worked by Plaintiff, including, but not limited to, the total hours worked per pay period and applicable rates of pay.

66. In violation of Labor Code § 226(a), Defendants did not furnish Plaintiff with accurate itemized statements in writing showing (1) the total hours worked, and/or (2) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate.

67. In violation of Labor Code § 226(a), Defendants did not maintain accurate records pertaining to the total hours worked by Plaintiff, including the total daily hours worked, the total hours worked per pay period, and applicable rates of pay.

68. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

69. Labor Code § 558.1 provides that "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated . . . [Labor Code §] 226 . . . may be held liable as the employer for such violation."

70. Pursuant to Labor Code § 226(e), Plaintiff is entitled to penalties as follows:

- a. Fifty dollars (\$50.00) for the initial pay period in which a violation occurs; and
- b. One hundred dollars (\$100.00) for each violation in a subsequent pay period, not to exceed \$4,000.

71. Pursuant to Labor Code § 226(h), Plaintiff is entitled to an award of costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES PROMPTLY AFTER TERMINATION/WAITING TIME

PENALTIES UNDER LABOR CODE §§ 202 AND 203

(Against all Defendants)

72. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

73. California Labor Code § 202 requires employers to pay all compensation due and owing to their employees within 72 hours of resignation.

74. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Section 202, then the employer is liable for such "waiting time" penalties in the form of continued compensation up to thirty workdays.

75. Defendants, terminated the employment relationship with Plaintiff, failed to pay all of Plaintiff's wages due promptly upon his termination as proscribed by Labor Code § 202. To date, the Defendants have still not paid Plaintiff all earned wages.

76. Plaintiff is informed and believes and based thereon alleges that the Defendants willfully failed to pay Plaintiff's wages pursuant to the requirements of Labor Code § 202, and therefore Plaintiff is entitled to recover unpaid wages, waiting-time penalties under Labor Code § 203, plus attorneys' fees and costs, in an amount to be proven at trial.

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FIRST CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

LABOR CODE § 2802 AND WAGE ORDERS 4

(Against all Defendants)

1. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though fully set forth herein.

2. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

3. In order to discharge their job duties for Defendants, Plaintiff has incurred necessary expenses in the course of completing his duties, which were not reimbursed by Defendants, including costs for cell phone usage and vehicle mileage among other necessities.

4. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys’ fees and costs, pursuant to Labor Code § 2802.

5. Plaintiff also request relief as described below.

NINTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES IN VIOLATON OF

BUS. & PROF. CODE §§ 17200, ET SEQ.

(Against All Defendants)

77. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth herein.

78. Business and Professions Code § 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

79. Business and Professions Code § 17204 allows “any person who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation of the Unfair Competition Law.

80. Defendants have committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200, *et seq.* by failing to pay overtime wages, double-

1 time wages, and minimum wages, to provide meal and rest breaks, and to furnish timely and accurate
2 wage statements.

3 81. The above-described unlawful actions of such Defendants constitute false, unfair, fraudulent
4 and/or deceptive business practices, within the meaning of Business and Professions Code §§ 17200,
5 *et seq.*

6 82. Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in
7 order to prevent future damage, for which there is no adequate remedy at law, and to avoid a
8 multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public
9 as a representative of all others subject to Defendants' unlawful acts and practices.

10 83. As a result of their unlawful acts, such Defendants have reaped and continue to reap unfair
11 benefits at the expense of Plaintiff and the general public.

12 84. Defendants should be enjoined from this activity and made to disgorge these ill-gotten gains
13 and restore to Plaintiff the wrongfully withheld wages, pursuant to Business and Professions Code §
14 17200, *et seq.* Plaintiff is informed and believes, and thereupon alleges, Defendants are unjustly wages,
15 enriched as a result of their failure to pay overtime wages, double-time wages, and minimum to provide
16 meal and rest breaks, to furnish timely and accurate wage statements.

17 85. Plaintiff is informed and believes, and thereupon alleges, that Plaintiff is severely prejudiced
18 by Defendants' unfair trade practices.

19 86. As a direct and proximate result of the unfair business practices of Defendants, Plaintiff is
20 entitled to equitable and injunctive relief, including full restitution, disgorgement, and/or specific
21 performance of payment of all wages and pay that have been unlawfully withheld from Plaintiff, as a
22 result of the business acts and practices described herein and enjoining Defendants to cease and desist
23 from engaging in the practices described herein.

24 **TENTH CAUSE OF ACTION**

25 **BREACH OF CONTRACT**

26 **(Against all Defendants)**

27 87. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth
28 herein.

1 88. Pursuant to the terms of his agreement with Defendants, Plaintiff was promised to be paid
2 commissions based on how many clients they signed up for the law firm.

3 89. Plaintiff performed all worked necessary to receive the aforementioned commissions.

4 90. Defendants breached the aforementioned contractual obligations to Plaintiff by failing to
5 compensate Plaintiff for all earned commissions.

6 91. Defendants' breach of its contractual obligations caused harm to Plaintiff in that Plaintiff is to
7 date still owed commissions, bonuses, and wages due as promised by contract.

8 92. Plaintiff suffered damages as a result of the breach in an amount to be determined according
9 to proof at trial.

10 **ELEVENTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **LABOR CODE §§ 2698, ET SEQ.**

13 **(Against all Defendants)**

14 93. Plaintiff re-alleges and incorporates by reference the foregoing allegations as though set forth
15 herein.

16 94. Plaintiff is an "aggrieved employee" under PAGA, as he was employed by Defendants during
17 the applicable statutory period and suffered one or more of the Labor Code violations described herein.
18 As such, he seeks to recover the civil penalties provided by PAGA, plus reasonable attorneys' fees and
19 costs.

20 95. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by
21 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Therefore,
22 class certification of the PAGA claims is not required, but Plaintiff may choose to seek certification of
23 the PAGA claims.

24 96. Plaintiff seeks to pursue remedies under PAGA pursuant to the following sections of the Labor
25 Code:

- 26 a. Labor Code § 226.3 imposes a civil penalty for failure to provide accurate and itemized
27 wage statements, in addition to any other penalty provided by law, of two hundred fifty
28 dollars (\$250) per aggrieved employee for the first violation of Labor Code § 226(a),

1 and one thousand dollars (\$1,000) per aggrieved employee for each subsequent
2 violation.

- 3 b. Pursuant to Labor Code § 203, for an employer who willfully fails to pay any wages of
4 an employee who is discharged or quits, that employee's wages shall continue as a
5 penalty from the due date at the same rate until paid, but shall not continue for more
6 than thirty (30) days. Labor Code § 256 imposes a civil penalty in an amount not
7 exceeding thirty days' pay as waiting time under the terms of Labor Code § 203.
- 8 c. Under California Labor Code §§ 510 and 1194, Defendants are liable for failing to pay
9 the Aggrieved Employees overtime.
- 10 d. Under California Labor Code §§ 226.7 and 512, Defendants are liable for failing to
11 either provide rest periods and meal periods or pay the Aggrieved Employees one hour
12 of pay for every missed rest period and meal period.
- 13 e. Under California Labor Code §§ 1194, 1197, and 1197.1, Defendants are liable for
14 failing to pay Aggrieved Employees minimum wage for all hours worked.
- 15 f. Under California Labor Code § 1174(d), employers must keep "payroll records
16 showing the hours worked daily by and the wages paid to . . . employees [. . .]." To
17 the extent that this failure to keep accurate payroll records was willful, they are liable
18 for civil penalties under California Labor Code § 1174.5.
- 19 g. Under California Labor Code § 204, Defendants are liable for failing to pay
20 Employees wages earned during the course of employment in a timely manner.
21 California Labor Code § 204 states that "All wages...earned by any person in any
22 employment are due and payable twice during each calendar month, on days
23 designated in advance by the employer as the regular paydays." Defendants failed to
24 compensate Plaintiff all wages earned twice during each calendar month.
- 25 h. Under California Labor Code § 2802, Defendants are liable for unreimbursed business
26 expenses. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her
27 employee for all necessary expenditures or losses incurred by the employee in direct
28 consequence of the discharge of his or her duties."

- i. Labor Code § 2698 et seq. imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for the initial violation of Labor Code §§ 204, 226.7, 510, 512, 1174, 1194, 2802 and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
- j. Labor Code § 210 imposes civil penalties for failure to pay all wages earned twice each calendar month in violation of Labor Code § 204 of one hundred dollars (\$100) for each initial failure to pay each employee, and for each subsequent, or any willful or intentional, failure to pay each employee, two hundred dollars (\$200) plus 25 percent of the amount unlawfully withheld.
- k. Labor Code § 558 imposes a civil penalty for failure to provide uninterrupted meal or rest breaks, in addition to any other penalty provided by law, of fifty dollars (\$50) per aggrieved employee, per pay period, in addition to an amount sufficient to recover underpaid wages, for the first violation of Labor Code §§ 510 or 512, and one hundred dollars (\$100) per aggrieved employee, per pay period, in addition to an amount sufficient to recover underpaid wages, for each subsequent violation.
- l. Labor Code § 1197.1 imposes a civil penalty for failure to pay minimum wage, in addition to any other penalty provided by law, of one hundred dollars (\$100) per aggrieved employee, per pay period, in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed by Labor Code § 203, for the first violation of Labor Code § 1197, and two hundred fifty dollars (\$250) per aggrieved employee, per pay period, in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Labor Code § 1194.2, and any applicable penalties imposed by Labor Code § 203, for each subsequent violation.
- m. Labor Code § 2699(f) imposes a civil penalty for violations of any provision of the Labor Code for which a civil penalty is not otherwise specifically provided of one hundred dollars (\$100) for each aggrieved employee per pay period for each initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period

for each subsequent violation.

97. For each such violation, Plaintiff and all other aggrieved employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201-203, 204, 210, 223, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5 1194, 1194.2, 1197, 1197.1 and 2802; and

b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code §§ 210 and 558.

98. As a result of the acts alleged above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

99. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

100. Plaintiff has fully complied with the procedural requirements specified in Labor Code § 2699.3 as to each of the alleged violations. On February 13, 2020, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of February 13, 2020. A true and correct copy of this notice is attached hereto as “Exhibit A.” Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

101. Enforcement of statutory provisions to protect workers and to ensure proper and prompt payment of wages is a fundamental public interest. Plaintiff’s successful enforcement of important rights affecting the public interest will confer a significant benefit upon the general public. Private enforcement of these rights is necessary, as no public agency has pursued enforcement. Plaintiff is incurring a financial burden in pursuing this action, and it would be against the interest of justice to require the payment of attorneys’ fees and costs from any recovery obtained, pursuant to, *inter alia*, Labor Code § 2699.

102. Plaintiff, on behalf of himself and the aggrieved employees, also requests relief as described

below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray as follows:

1. That the Court declare that Defendants' policy and/or practice of failing to pay wages to Plaintiff for all hours worked violates Labor Code §§ 204, 510, 558, 1194, and 1197;
2. That the Court declare that Defendants' policy and/or practice of failing to provide uninterrupted meal periods violates Labor Code §§ 226.7 and 512 and Wage Order 4 by failing to provide Plaintiff a meal period of at least one half hour in which he was relieved of all duties for every five hours of work;
3. That the Court declare that Defendants' policy and/or practice of failing to provide uninterrupted rest periods violates Labor Code § 226.7 and Wage Order 4 by failing to provide Plaintiff a rest period of at least ten minutes for every four hours of work or major fraction thereof;
4. That the Court declare that Defendant has violated Labor Code §§ 201-203 by willfully failing to pay compensation due at the time of termination of employment or within 72 hours thereafter;
5. That the Court declare that Defendants' policy and/or practice of failing to furnish accurate and itemized wage statements violates Labor Code § 226;
6. An award of damages in the amount of unpaid wages (including overtime compensation, double-time compensation, and unpaid minimum wage compensation), and liquidated damages thereon, interest, and penalties subject to proof at trial;
7. For an award to Plaintiff of one (1) hour of additional pay at the regular rate of compensation for each required meal period that was not provided, pursuant to Labor Code § 226.7 and Wage Order 4-2001 § 11;
8. An award of one (1) hour of additional pay at the regular rate of compensation for each workday that rest periods were not provided, pursuant to California Labor Code § 226.7 and Wage Order 4-2001, § 12 and interest thereon;
9. For an award of damages to Plaintiff for Defendants' failure to provide accurate itemized wage statements, pursuant to Labor Code § 226 (a);
10. For an award to Plaintiff of waiting-time penalties, pursuant to Labor Code § 203;

11. For an award of damages to Plaintiff for Defendants' failure to reimburse business expenditures, pursuant to Labor Code § 2802;
12. For an order permanently enjoining Defendants from engaging in the practices alleged herein;
13. That the Court declare that Defendants' above-mentioned policies and/or practices violate Bus. & Prof. Code §§ 17200, *et seq.* and Labor Code § 2698 *et seq.*;
14. For an order that Defendants make restitution to Plaintiff for Defendants' unlawful business practices, as described herein, pursuant to Business and Professions Code §§ 17200, *et seq.*;
15. That the Court declare that Defendants' above-mentioned policies and/or practices violate PAGA (Cal. Labor Code § 2698 *et seq.*);
16. Civil penalties pursuant to Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 2802, 2698 *et seq.*, and IWC Wage Order No. 4-2001;
17. For an award of Plaintiff's costs of suit, including attorneys' fees under any applicable statutory or contractual basis, including Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 226, 226.7, and 1194, and for prejudgment interest under Civil Code § 3287 or 3288, Labor Code §§ 226.7 or 510, and any other applicable statutory or contractual basis; and
18. For such other and further relief as the Court deems just and proper.

Respectfully submitted,

PAYTON EMPLOYMENT LAW

By: _____

C. Payton
Robert V. Torres, Esq.
Chantal McCoy Payton, Esq.
Attorneys for Plaintiff
Joel Villalpando

EXHIBIT A

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Antelope Valley

3807 W. Sierra Highway, Suite 206
Acton, California 93510
Telephone: (661) 434-1144
Facsimile: (661) 434-1144

Reply to sender at CPayton@PaytonEmploymentLaw.com or by mail to Antelope Valley address

February 13, 2020

VIA CERTIFIED MAIL AND ONLINE SUBMISSION TO THE LWDA

Labor & Workforce Development Agency
By online Submission

Red Sparrow Services, Inc.
c/o Lisa Unger
Agent for Service of Process
2350 SE Bristol St
Newport Beach, CA 92660

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2634

Maryam Parman, Esq. (individually and on behalf of Avrek Law Firm, A Professional Law Corporation)
Agent for Service of Process
Avrek Law Firm, A Professional Law Corporation
9180 Irvine Center Drive
Irvine, CA 92618

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2641

RE: Joel Villalpando Adv. Red Sparrow Services, Inc. And Avrek Law Firm - PAGA Claim Notice

Dear PAGA Administrator:

This law firm in conjunction with Dogra Law Group represents Mr. Joel Villalpando, a former employee of Red Sparrow Services, Inc.; Avrek Law Firm, A Professional Law Corporation; and Maryam Parman, Esq. (hereinafter "Defendants") with a business addresses of 2350 S.E. Bristol Street, Newport, CA 92660 and 9180 Irvine Center Drive, Irvine, CA 92618, respectively.

In compliance with Labor Code § 2699.3, and your agency's right to investigate these violations, this letter shall serve as notice of Labor Code violations committed by Defendants, including Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, and 2698 *et seq.*, 2802, as well as the provisions of the IWC Wage Orders which pertain to the payment of compensation for all hours worked, payment of daily, weekly,

and seventh-day overtime compensation, payment of minimum and double-time compensation, and payment of all expense reimbursement due during employment and upon separation of employment; the maintenance of accurate records of hours worked, the provision of legally compliant meal and rest periods; the timely payment of wages during employment and upon termination; and the itemized pay statement requirements.

Mr. Villalpando was employed by Defendants as an “Intake Specialist” from approximately August 2015 to August 20, 2019. Mr. Villalpando seeks to represent himself and all other all current and former California employees of Defendants (“Aggrieved Employees”) to pursue appropriate penalties, statutory damages, damages, unpaid wages, prejudgment interest, costs, attorneys’ fees, restitution, and all other just compensation and/or recoverable items of damages for Defendants’ violations of the California Labor Code.

I. NATURE OF THE ALLEGATIONS AND STATUTORY VIOLATIONS

The specific provisions of this code that our client alleges have been violated by Defendants, and the facts and theories to support the alleged violations are detailed as follows:

a. Failure to Pay Minimum, Overtime, or Double-time Wages

Defendants have engaged in a pattern and/or practice of improperly classifying Mr. Villalpando and other Aggrieved Employees as an exempt employee during their employment with Defendants and paying such employees a flat salary irrespective of the actual number of daily or weekly hours worked. In reality, Mr. Villalpando and other Aggrieved Employees were non-exempt employees for purposes of the Labor Code because they were not compensated at least twice the minimum wage for full-time employment and/or were not performing job duties that fit within one or more of the categorical exemptions provided by the Labor Code and Industrial Welfare Commission Wage Orders.

During other periods, Defendants have treated Mr. Villalpando and other Aggrieved Employees as non-exempt employees and paid such employees on an hourly basis, and during such periods have engaged in a pattern and/or practice of failing to pay such employees for off-the-clock work performed that Defendants suffered and permitted such employees to work and which Defendants also knew and/or should have known that such employees were working.

Mr. Villalpando and other Aggrieved Employees regularly worked in excess of eight (8) or twelve (12) hours per day and/or forty (40) hours per workweek and/or on the seventh consecutive day in a given workweek, but Defendants, as a matter of policy, failed and fail to pay all applicable overtime or double-time compensation for all hours actually worked by employees as required by Labor Code §§ 204, 510, 1194, 1194.2 and Industrial Welfare Commission Wage Order (“Wage Order”) 4-2001, § 3. Defendants simply do not pay proper overtime and double-time rates for these premium hours worked or sometimes even any compensation at all.

Moreover, Defendants required Mr. Villalpando and other Aggrieved Employees to travel to perform work for Defendants, including travel for intake/sign-up meetings with potential clients and other follow-up meetings with current clients of Defendants. Defendants, however, failed to pay these employees for this time spent traveling to and from meetings, thus, denied them the payment of all required minimum, overtime, and double-time wages due, in violation of Labor Code §§ 510, 1194 and 1194.2.

b. Failure to Pay Wages Due Upon Termination

As Defendants failed to pay all wages due, including all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, upon termination of the employment relationship between Defendants and Mr. Villalpando and former Aggrieved Employees, Defendants willfully failed to pay our client all wages earned and owed in violation of California Labor Code §§ 201 and 202. Pursuant to § 203 of the Labor Code, Mr. Villalpando and former Aggrieved Employees are now also entitled to recover up to thirty (30) days of wages due to Defendants' willful failure to comply with the statutory requirements of sections 201 and 202 of the Labor Code.

c. Failure to Provide Meal Breaks

Defendants failed and to maintain a policy and practice that provides employees with off-duty meal periods as required by California law. Mr. Villalpando and other Aggrieved Employees were regularly required to work or worked in excess of five (5) hours a day and at times in excess of ten (10) hours a day without being provided at least half-hour meal periods in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512, and Wage Order 4-2001, § 11. Defendants failed and continues to fail to pay Mr. Villalpando and other Aggrieved Employees the premium compensation mandated by Labor Code § 226.7(b) for these missed meal periods.

d. Failure to Provide Rest Breaks

Defendants failed and continues to fail to maintain a policy that provides Mr. Villalpando and other Aggrieved Employees with off-duty rest periods as required by California law. Such employees regularly work in excess of four hours or a major fraction thereof during workdays without being provided at least a ten-minute rest period in which they were relieved of all duties, as required by Labor Code §§ 226.7, 512 and Wage Order 4-2001, § 12. Defendants failed pay employees the premium compensation mandated by Labor Code § 226.7(b) for these missed rest periods.

e. Failure to Pay Commissions, Bonuses, and Contractually Promised Wages Due

Defendants failed and continues to fail to pay Mr. Villalpando and other Aggrieved Employees all commissions, bonuses, and wages due as promised by contract in violation of Labor Code § 223.

f. Unlawful Deduction of Wages

Defendants have deducted and continue to unlawfully deduct previously wages earned and paid commissions, bonuses, and wages from Mr. Villalpando and other Aggrieved Employees' paychecks in subsequent paychecks for subsequent pay periods in violation of Labor Code § 221.

g. Failure to Furnish Accurate Itemized Wage Statements

Defendants failed to issue accurate and complete wage statements to Mr. Villalpando and other Aggrieved Employees. As Mr. Villalpando and other Aggrieved Employees were not paid all wages due for all minimum, overtime and double-time wages, and premium wages for missed and denied meal and rest breaks, as discussed above, the wage statements fail to set forth all gross wages earned, in violation of Labor Code § 226(a)(1), the total hours worked, in violation of Labor Code § 226(a)(2), and net wages earned, in violation of Labor Code § 226(a)(5), and all applicable

hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9).

Moreover, and independent of the above allegations, Defendants have violated and continues to violate California Labor Code § 226(a) by willfully failing to furnish our client with accurate, itemized wage statements showing the actual hours worked on a daily basis and properly distinguishing overtime from non-overtime work, in violation of Labor Code § 226(a)(2) and (a)(9), respectively.

h. Failure to Reimburse Expenses

Defendants have violated and continue to violate California Labor Code § 2802 by willfully failing to reimburse Mr. Villalpando and other Aggrieved Employees with all expenses they incurred in the performance of their job duties for Defendants. Mr. Villalpando and other Aggrieved Employees would routinely travel for intake/sign-up meetings with potential clients and other follow-up meetings with current clients of Defendants and would incur costs for travel, including gas, automobile insurance and maintenance costs. Mr. Villalpando and other Aggrieved Employees also incurred costs associated with use of their personal cell phones associated with communicating with current and/or potential clients of Defendants, among other necessities. Defendants failed to reimburse Mr. Villalpando and other Aggrieved Employees for all costs associated with the use of their personal vehicles and personal cell phones, in violation of Labor Code § 2802.

i. Failure to Pay All Wages in a Timely Fashion

Defendants consistently failed and continue to fail to pay employees all wages earned and owed within the time periods specified in Labor Code §§ 204(d) and 210 twice each calendar month on the regular paydays, including, but not limited to, minimum wages, overtime wages, doubletime wages, and premium pay for missed meal periods and missed rest periods. Accordingly, Defendants have violated and continue to violate California Labor Code §§ 204(d) and 210.

j. Failure to Keep Accurate Payroll Records of Daily Hours Worked

Defendants failed and continue to fail to maintain adequate payroll and time-clock records showing the total hours worked daily and wages paid to employees in violation of Labor Code § 1174.

II. CONCLUSION

Defendants' violations were extensive, voluminous, and not subject to simple itemization. As in the ordinary course, it is understood that additional legal implications of the above violations under the California Labor Code and/or applicable Wage Orders are evident from or derivative from the facts referenced in this letter or the circumstances of Claimant's employment. It is the intention of Claimant to pursue penalties and other available relief in connection with all such claims regardless of whether specifically itemized here.

As a result of the foregoing violations, Defendants are liable for civil penalties pursuant to California Labor Code §§ 210, 226.3, 558, 1174.5, and 2698 et seq. Pending a full investigation, any later discovered violations may also be subject to our enforcement.

In view of the duties imposed on your agency and this office by the statutes cited above, please be advised we will advance our calendars sixty-five (65) days of the date of this letter.

Very truly yours,

A handwritten signature in dark blue ink that reads "C. Payton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Payton Employment Law
Chantal McCoy Payton

Cc: Shalini Dogra, Esq., Dogra Law Group

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3807 W. Sierra Highway, Suite 206, Acton, CA 93510.

On the date set forth below, I served the document(s) described as:

JOEL VILLALPANDO ADV. RED SPARROW SERVICES, INC. AND AVREK LAW FIRM - PAGA CLAIM NOTICE

on the person(s) listed below:

Red Sparrow Services, Inc.
c/o Lisa Unger
Agent for Service of Process
2350 SE Bristol St.
Newport Beach, CA 92660

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2634

Maryam Parman, Esq.
Agent for Service of Process
Avrek Law Firm, A Professional Law Corporation
9180 Irvine Center Drive
Irvine, CA 92618

Via Certified Mail, Certified Mail # 7018 1130 0001 0856 2641

X (BY CERTIFIED MAIL) I placed the above-described documents in an envelope, sealed the envelope and deposited it with the United States Postal Service to be sent by certified mail with return receipt requested on the date set forth below with the postage thereon fully prepaid.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Dated: February 13, 2020


Chantal McCoy Payton