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By CRUGERS Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

BLANCA ALFARO,

Plaintiff,

v.

NORDSTROM INC.; and DOES 1 through 50, inclusive,

Defendants

Case No.:

RG20070092

COMPLAINT

1. Violation of PAGA for Failure to Pay All Wages Including Regular, and Overtime Wages;
2. Violation of PAGA for Unauthorized Wage Deductions.
3. Violation of PAGA for Failure to Timely Pay Wages Upon Separation of Employment;
4. Violation of PAGA for Failure to Maintain Accurate Payroll Records.

**FILE BY
FAX**

1 Plaintiff BLANCA ALFARO (“Plaintiff”), individually and on behalf of other aggrieved
2 employees, hereby complains and alleges as follows:

3 **PRELIMINARY STATEMENT**

4 1. This is an action brought on behalf of Plaintiff and all similarly-situated employees
5 who were subjected to one or more of the violations alleged herein (“Aggrieved Employees”) by
6 Defendant NORDSTROM INC. (“NORDSTROM” or “Defendant”); and DOES 1 through 50,
7 on behalf of herself individually, and all other current and former aggrieved employees employed
8 by Defendant throughout California during the PAGA period. The PAGA period is defined as
9 one year prior to Plaintiff’s notice of labor code violations to the Labor and Workforce
10 Development Agency (“LWDA”) and certified mailing of said notice to Defendants until
11 resolution.

12 2. Defendant provides fashion retailer services in California. Defendant employed
13 and/or continue to employ Plaintiff and Aggrieved Employees throughout California.

14 3. Defendant has engaged in a systematic pattern of wage and hour violations under
15 the Labor Code, including, but not limited to, failure to pay all wages (including regular, and
16 overtime compensation); unauthorized wage deductions; failure to provide accurate itemized
17 wage statements; failure to pay all wages due upon separation of employment. These violations
18 concern current and past non-exempt employees of Defendant.

19 4. At all relevant times herein, Defendant has consistently maintained and enforced
20 against Plaintiff and Aggrieved Employees the unlawful practices and policies set forth herein.

21 **JURISDICTION AND VENUE**

22 5. Venue is proper in Alameda County, because Defendant maintains its locations
23 and transacts business in this county, the obligations and liability primarily arise in this county,
24 and work was primarily performed by Plaintiff and Aggrieved Employees in this county.

25 6. The California Superior Court has jurisdiction over this matter. The individual
26 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal
27 court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount
28 required for diversity removal. Further, there is no federal question at issue as the issues herein

are based solely on California statutes and law, including, but not limited to, the Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, and Rules of Court.

THE PARTIES

Plaintiff

7. Plaintiff was employed by Defendant from September 21, 2018 through July 1, 2019 at Defendant's 37599 Filbert St, Newark, CA 94560 location. Throughout the PAGA period, Defendant controlled Plaintiff's schedule and directed her duties each day, preventing Plaintiff from exercising any reasonable degree of discretion or independent judgment. During the course of Plaintiff's employment with Defendant, Plaintiff was employed in a non-exempt position under California labor laws and thereby entitled to compensation for all hours worked, overtime compensation, premium pay, reporting time pay, penalties, and all other rights owed by Defendant.

Defendant

8. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a California corporation which provides fashion retailer services, and is and/or was the employer of Plaintiff and similarly situated employees during the PAGA Period.

9. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief allege that said Defendant is legally responsible for the occurrences alleged herein, and that the damages of Plaintiff and Aggrieved employees were proximately caused by such Defendants. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant herein was, at all times relevant to this action, the agent, employee, representing partner, and/or joint venture of the remaining Defendants and was acting within the course and scope of the relationship. Plaintiff is further informed and believes, based thereon alleges, that each of the Defendants herein gave consent to, ratified and authorized the acts alleged herein to the remaining Defendants.

1 11. Plaintiff is further informed and believes, and based thereon alleges, that
2 Defendants herein acted as a joint employer at all relevant times. Defendants acted in all respects
3 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
4 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
5 attributable to the other Defendants.

6 **ADMINISTRATIVE PREREQUISITES**

7 12. Plaintiff brings this case as a representative action seeking penalties for herself,
8 Aggrieved Employees, and the State of California in a representative capacity, as provided by the
9 PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved employee who was employed
10 by Defendant and subject to at least one of the Labor Code violations set forth in Labor Code
11 section 2699.5. Plaintiff specifically alleged the following in her notice to the LWDA and
12 Defendants: violation of Labor Code sections 201, 202, 203, 204, 224, 226, 510, 1174, 1174.5,
13 1194.

14 13. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
15 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
16 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
17 not to investigate, or after sixty-five (65) days have passed without notice from the LWDA.

18 14. On May 27, 2020, Plaintiff gave written notice of the specific provisions alleged
19 to have been violated, including the facts and theories to support the alleged violations, as required
20 by Labor Code section 2699.3. The written notice was given via certified mail to Defendant, and
21 the LWDA by electronically filing the notice via the Department of Industrial Relations website.
22 Plaintiff was given an LWDA case number of LWDA-CM-791303-20. A true and correct copy
23 of Plaintiff's notice to the LWDA and Defendant(s), dated May 27, 2020, is attached hereto as
24 Exhibit A.

25 15. The LWDA has not provided Plaintiff with any notice that it intends to investigate
26 the violations as alleged in Plaintiff's May 27, 2020 notice, and more than sixty-five (65) calendar
27 days have elapsed since the postmark date on the notice.

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GENERAL ALLEGATIONS

16. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

17. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

18. Defendant conducts during the PAGA period with respect to Plaintiff and Aggrieved Employees violates numerous Labor Code sections as detailed herein.

19. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and hour violations under the California Labor Code and IWC Wage Orders.

20. At all relevant times herein, Defendant employed Plaintiff and Aggrieved Employees as non-exempt employees.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive their wages without any unlawful deductions. Specifically, Defendant made deductions designated as "Tobacco surcharge" from Plaintiff's wage statements. Employee and Aggrieved Employees neither authorized nor consented to a "Tobacco surcharge" deduction. Defendant was not authorized by state or federal law to deduct "Tobacco surcharge" from the wages of Employee and Aggrieved Employees. In addition, Plaintiff and Aggrieved Employees reported to the Defendant the unlawful deductions, and asked to be reimbursed for illegally charged deductions and to refrain from such unlawful deductions in future. However, Defendant has done nothing to cure the violations and continued the practice of unlawful deductions.

1 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
3 all hours worked, and that they were not receiving all wages earned at the applicable rates for
4 work that was required to be performed. In violation of the Labor Code and IWC Wage Orders,
5 Defendant failed to provide Plaintiff and Aggrieved Employees with wages for all hours worked.
6 Specifically, as a result of Defendant's unlawful deductions designated as "tobacco surcharge",
7 Plaintiff and Aggrieved Employees were not fully compensated for the time worked during these
8 periods.

9 23. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
10 or should have known that Plaintiff and Aggrieved Employees were entitled to receive legally
11 mandated overtime rates for hours worked in excess of eight (8) hours in a day or forty (40) hours
12 in a week. Defendant failed to include all remuneration in their regular rate for purposes of
13 calculating the overtime rate. Specifically, Defendant failed to include both a non-discretionary
14 "Production Incentive" and a "PEP Fulfillment Incentive," in violation of California law. As a
15 result of Defendant's failure to include the non-discretionary "Production Incentive" and a "PEP
16 Fulfillment Incentive," Employee and Aggrieved Employees were not paid overtime at the
17 appropriate rate.

18 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
19 or should have known that Plaintiff and Aggrieved Employees were entitled to timely payment
20 of wages due upon separation of employment. In violation of the Labor Code, Plaintiff and certain
21 aggrieved employees did not receive payment of all wages due, within permissible time periods,
22 upon separation of employment.

23 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
24 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
25 wage statements that accurately showed their actual hours worked, total hours worked, number
26 of hours worked at each hourly rate, and gross and net wages earned in accordance with California
27 law. In violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
28 accurate itemized wage statements that accurately reported, *inter alia*, their gross and net wages

1 earned, total hours worked, and each applicable rate of pay in effect during the pay period with
2 the corresponding number of hours worked, among other things due to Defendant's failure to
3 include on Plaintiff's and Aggrieved Employees' pay stubs full compensation for all hours
4 worked, including overtime at the legally mandated rate and engaging in unlawful deductions.

5 26. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
6 should have known that Defendant was required to maintain accurate records of the hours worked
7 by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendant failed to keep
8 accurate payroll records showing the correct wages earned per pay period.

9 **FIRST CAUSE OF ACTION**

10 **Violation of the Private Attorneys General Act for Failure to Pay All Wages Including**
11 **Regular, and Overtime Wages**

12 **(Lab. Code, §§ 204, 510, 1194, 1197)**

13 **(Against all Defendants)**

14 27. Plaintiff realleges and incorporates by reference the allegations in the preceding
15 paragraphs.

16 28. Labor Code section 204 provides that all wages earned during employment are due
17 and payable twice during each calendar month on dates designated in advance by the employer.

18 29. Labor Code section 510, subdivision (a), provides that any work in excess of eight
19 (8) hours in any workday and any work in excess of forty (40) hours in a workweek, shall be
20 compensated at a rate of no less than one and one-half times the regular rate of pay for an
21 employee. Any work in excess of twelve (12) hours in a workday shall be compensated at the rate
22 of twice the regular rate of pay for an employee. In addition, any work in excess of eight hours
23 on any seventh day of a workweek shall be compensated at the rate of no less than twice the
24 regular rate of pay of an employee.

25 30. Labor Code section 1194 provides the remedies available in an action to recover
26 minimum and overtime wages and 1197 mandates that payment of less than the applicable
27 minimum wage is unlawful.

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1 31. At all relevant times, Defendant was employer of Plaintiff and Aggrieved
2 Employees, and subject to the Labor Code, IWC Wage Orders, and other applicable statutes,
3 rules, and regulations.

4 32. At all relevant times herein, Plaintiff and Aggrieved Employees were and are paid
5 as non-exempt employees.

6 33. At all relevant times, Plaintiff and Aggrieved Employees worked in excess of eight
7 (8) hours per day, forty (40) hours per week, and/or eight (8) hours on the seventh consecutive
8 workday.

9 34. Defendant failed to include all remuneration in their regular rate for purposes of
10 calculating the overtime rate. Defendant failed to include both a non-discretionary "Production
11 Incentive" and a "PEP Fulfillment Incentive," in violation of California law. As a result of
12 Defendant's failure to include the non-discretionary "Production Incentive" and a "PEP
13 Fulfillment Incentive," Employee and Aggrieved Employees were not paid overtime at the
14 appropriate rate.

15 35. Defendant failed to provide Plaintiff and Aggrieved Employees with wages for all
16 hours worked. Specifically, as a result of Defendant's unlawful deductions under the guise of a
17 "tobacco surcharge", Plaintiff and Aggrieved Employees were not fully compensated for the time
18 worked during these periods.

19 36. By virtue of Defendants' unlawful actions, Plaintiff and Aggrieved Employees
20 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
21 will be ascertained according to proof at trial.

22 37. Plaintiff seeks recovery of civil penalties individually, on behalf of the aggrieved
23 employees and the State of California for violations of Labor Code sections 204, 510, 1194, and
24 1197 during the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

25 38. Plaintiff, individually and on behalf of Aggrieved Employees and the State of
26 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
27 (g), and Code of Civil Procedure section 1021.5.

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**Violation of the Private Attorneys General Act for Timely Pay Wages Due Upon
Separation of Employment
(Lab. Code, §§ 201, 202, 203)
(Against all Defendants)**

46. Labor Code section 201 provides that an employer is required to pay an employee whose employment is terminated by the employer all wages earned and unpaid immediately upon termination.

48. Labor Code section 203 provides that an employer who fails to pay all wages earned and due an employee who is discharged or who quits within the timeframe set forth in sections 201 and 202, the wages of the employee shall continue as a penalty from the due date at the same rate of pay until paid, but not more than thirty (30) days. In other words, the employer owes the employee his or her daily rate of pay at their regular rate of pay for each day the full amount of unpaid wages is not paid, for a penalty of up to thirty (30) days' wages.

49. In violation of the Labor Code and IWC Wage Orders, Defendant failed to timely pay all wages due to Plaintiff and Aggrieved Employees upon separation of employment. Specifically, Defendant failed to pay Plaintiff and Aggrieved Employees all regular, overtime, and double time wages owed immediately upon termination or within seventy-two (72) hours of resignation as a result of unlawful deductions and failure to pay for overtime work at a proper rate, among other things.

50. By virtue of Defendant's unlawful actions, Plaintiff and Aggrieved Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown, but will be ascertained according to proof at trial.

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COMPLAINT

1 57. The IWC Wage Orders require that every employer shall keep accurate
2 information with respect to each employee, including, but not limited to, time records showing
3 the total daily hours worked by each employee, the total hours worked in each payroll period, and
4 applicable rates of pay.

5 58. Plaintiff is informed and believes that Defendant willfully and intentionally failed
6 to make and/or keep records which accurately reflect the hours worked by Plaintiff and Aggrieved
7 Employees. Specifically, Plaintiff believes that Defendant's records fail to include, *inter alia*: (1)
8 actual hours worked, (2) total hours worked, (3) number of hours worked at each hourly rate, (4)
9 gross wages earned; and (5) net wages earned.

10 59. In addition, the omission of time worked make it difficult for employees to
11 determine whether they were paid all wages due without complicated calculations and/or
12 reconstruction of records required to be maintained by the employer.

13 60. Plaintiff is informed and believes, and based thereon alleges, that Defendant
14 willfully failed to maintain accurate payroll records for Plaintiff and Aggrieved Employees by
15 failing to accurately reflect the hours worked by and wages paid to Plaintiff and Aggrieved
16 Employees. Specifically, Defendant's records do not accurately reflect Plaintiff's and Aggrieved
17 Employees' hours worked due to Defendant's failure to include on Plaintiff's and Aggrieved
18 Employees' pay stubs full compensation for all hours worked, including overtime at the legally
19 mandated rate and engaging in unlawful deductions.

20 61. By virtue of Defendant's unlawful actions, Plaintiff and Aggrieved Employees
21 have suffered, and will continue to suffer, damages in amounts which are presently unknown, but
22 will be ascertained according to proof at trial.

23 62. Plaintiff seeks recovery of civil penalties individually, on behalf of Aggrieved
24 Employees and the State of California for violations of Labor Code sections 226 and 1174 during
25 the PAGA period, in a sum as provided by the Labor Code and/or other statutes.

26 63. Plaintiff, individually and on behalf of Aggrieved Employees and the State of
27 California also seeks attorneys' fees and costs pursuant to Labor Code section 2699, subdivision
28 (g) and Code of Civil Procedure section 1021.5.

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1. For civil penalties pursuant to the PAGA in an amount according to proof;
2. For reasonable attorney's fees and costs, pursuant to the PAGA and California Code of Civil Procedure section 1021.5; and
3. For such other and further relief as this Court may deem just and proper.

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Lilit Tunyan, Esq.
Attorneys for Plaintiff BLANCA ALFARO

EXHIBIT A



Kevin Mahoney
kmahoney@mahoney-law.net
(562) 590-5550 phone
(562) 590-8400 facsimile

May 27, 2020

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

VIA CERTIFIED MAIL #7019 0700 0001 7572 0895

Return Receipt Requested

Nordstrom, Inc.
1617 Sixth Avenue
Seattle, WA 98101

VIA CERTIFIED MAIL #7019 0700 0001 7572 0901

Return Receipt Requested

Nordstrom, Inc.
1700 Seventh Avenue
Seattle, WA 98101

VIA CERTIFIED MAIL #7019 0700 0001 7572 0918

Return Receipt Requested

Corporate Creations Network, Inc. – Agent for Service
11380 Prosperity Farms Road, Suite 221E
Palm Beach Gardens, FL 33410

Re: *Blanca Alfaro v. Nordstrom Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et. seq.**

To: California Labor and Workforce Development Agency and Nordstrom Inc.

From: Blanca Alfaro, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Blanca

Alfaro ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Nordstrom Inc. ("Employer" or "Nordstrom") is a fashion retailer providing their services throughout California. Employee alleges Employer violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 224, 226, 1174, 1174.5 by failing to provide Employee and all other aggrieved employees all wages for all hours worked as well as failing to provide accurate itemized wage statements.

Ms. Alfaro and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Nordstrom's Engaged in Unlawful Deductions of Ms. Alfaro and other Aggrieved Employees Wages, in Violation of California Law.

Employer failed to pay Employee and other aggrieved employees for all hours worked, in violation of California law. Specifically, Employer knew or should have known that Employee and other aggrieved employees were entitled to receive their wages without any unlawful deductions. *Barnhill v. Sanders* (1981) 125 Cal.App.3d 1, (Balloon payment on separation of employment to repay employee's debt to employer is an unlawful deduction even where the employee authorized such payment in writing); *CSEA v. State of California* (1988) 198 Cal.App.3d 374 (Unlawful to deduct from current payroll for past salary advances that were in error); *Hudgins v. Nieman Marcus* (1995) 34 Cal.App.4th 1109.

Employer made deductions designated as "Tobacco surcharge" from Employee's wage statements. Employee and other aggrieved employees neither authorized nor consented to a "Tobacco surcharge" deduction. Employer was not authorized by state or federal law to deduct "Tobacco surcharge" from the wages of Employee and other aggrieved employees. In addition, Employee and other aggrieved employees reported to the Employer the unlawful deductions, and asked to be reimbursed for illegally charged deductions and to refrain from such unlawful deductions in future. However, Employer has done nothing to cure the violations and continued the practice of unlawful deductions. Employer's conduct is in violation of Labor Code sections 224 and is actionable under PAGA.

B. Nordstrom Failed to Pay Ms. Alfaro and other Aggrieved Employees All Wages, in Violation of California Law.

As a result of Nordstroms' unlawful deductions under the guise of a "tobacco surcharge," Employee and other aggrieved employees were not fully compensated for the time worked during these periods due to unlawful deductions, specifically the "tobacco surcharge."

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the correct wages earned per pay period. Employer's conduct is in violation of Labor Code sections 226, 1174, 1174.5 and is actionable under PAGA.

C. Nordstrom Failed to properly compensate Ms. Alfaro and other Aggrieved Employees at the Legal Overtime Wages, in Violation of California Law.

Employer failed to pay Ms. Alfaro and other aggrieved employees at the legally mandated overtime rates for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, by failing to include all remuneration in their regular rate for purposes of calculating the overtime rate. Specifically, Nordstrom failed to include both a non-discretionary "Production Incentive" and a "PEP Fulfillment Incentive," in violation of California law. As a result of Nordstrom's failure to include the non-discretionary "Production Incentive" and a "PEP Fulfillment Incentive," Ms. Alfaro and other aggrieved employees were not paid overtime at the appropriate rate.

An employee's regular rate of pay is properly determined by "dividing his total remuneration for employment (except statutory exclusions) in any work week by the total number of hours actually worked by him in that workweek for which such compensation was paid." *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 905. Thus, employees "who receive incentive bonuses in addition to their guaranteed base pay clearly receive a greater regular rate than the minimum base rate." *Id.* quoting *Walling v. Hamischfeger Corp.*, 325 U.S. 427.431 (1945).

Employer's conduct is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

D. Nordstrom Failed to Pay all Wages Upon the End of Ms. Alfaro and other Aggrieved Employees Employment, in Violation of California Law.

As a of Employer's unlawful deductions and failure to pay overtime at the proper rate, Employer failure to pay all wages owed as described herein. Employer's conduct is in violation of Labor Code sections 201, 202, and 203, due to its practice and procedure of failing to pay all wages earned to former employees.

E. Nordstrom Failed to Provide Accurate Wage Statements to Ms. Alfaro and other Aggrieved Employees, in Violation of California Law.

By failing to include on Ms. Alfaro's and other aggrieved employees' pay stubs full compensation for all hours worked, including overtime at the legally mandated rate and engaging in unlawful deductions, Employer failed to keep accurate payroll records and failed to provide complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174.

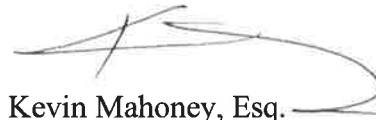
F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Alfaro becomes aware of additional compensation owed or losses incurred by Ms. Alfaro or by any other aggrieved employee of the Employer, Ms. Alfaro expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Mahoney Law Group, APC
Kevin Mahoney
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC