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ELECTRONICALLY FILED BY

Superior Court of California,

County of Monterey

On 3/9/2021 4:15 PM

By: Rowena Esquerra, Deputy

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF MONTEREY**

14 RATI GANDHALE, on behalf of the State
15 of California, as a private attorney
16 general,

17 Plaintiff,

18 vs.

19 SELECT REHABILITATION, LLC, a
20 Limited Liability Company; and Does 1
21 through 50, Inclusive;

22 Defendants.

Case No. 21CV000740

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.*, for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B)

1 Plaintiff Rati Gandhale (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against SELECT REHABILITATION, LLC
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of
9 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does
10 **not seek to recover anything other than penalties as permitted by California Labor Code**
11 **§ 2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the
13 civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 **THE PARTIES**

23 4. Defendant Select Rehabilitation, LLC (“DEFENDANT”) is a Limited Liability
24 Company that at all relevant times mentioned herein conducted and continues to conduct
25 substantial and regular business throughout California.

26 5. DEFENDANT provides contract rehabilitation services. The Company offers
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1 physical, occupational, and speech therapy services, as well as outpatient, wound care, fall
2 prevention, swallowing disorders management, and cognitive retraining services.

3 6. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
4 employee entitled to overtime pay and meal and rest periods from October of 2018 to April of
5 2020. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT as
6 a non-exempt employee paid in whole or in part on an hourly basis and received additional
7 compensation from DEFENDANT in the form of non-discretionary incentive wages.

8 7. PLAINTIFF and such persons that may be added from time to time who satisfy
9 the requirements and exhaust the administrative procedures under the Private Attorney General
10 Act, brings this Representative Action on behalf of the State of California with respect to herself
11 and all individuals who worked for DEFENDANT in California and classified as non-exempt
12 employees ("AGGRIEVED EMPLOYEES") during the time period of June 18, 2019, until a
13 date as determined by the Court (the "PAGA PERIOD").

14 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
15 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
16 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
17 violation of California Labor Code §§201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510,
18 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
19 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
20 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
21 the meaning of Labor Code § 2699, *et seq.*

22 9. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
24 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
25 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
26 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
27 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
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1 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
2 responsible in some manner for one or more of the events and happenings that proximately
3 caused the injuries and damages hereinafter alleged.

4 10. The agents, servants and/or employees of the Defendants and each of them acting
5 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
6 agent, servant and/or employee of the Defendants, and personally participated in the conduct
7 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
8 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
9 all Defendants are jointly and severally liable to PLAINTIFF and the other AGGRIEVED
10 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
11 agents, servants and/or employees.

12 13 **THE CONDUCT**

14 11. During the PAGA PERIOD, DEFENDANT failed and continues to fail to
15 accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their
16 minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately
17 calculate minimum and overtime wages for time worked by PLAINTIFF and other
18 AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct
19 compensation. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited
20 wages due them for working without compensation at the correct minimum wage and overtime
21 rates. DEFENDANT's policy and practice to not pay the AGGRIEVED EMPLOYEES the
22 correct compensation for all time worked in accordance with applicable law is evidenced by
23 DEFENDANT's business records. This policy and practice of DEFENDANT was intended to
24 purposefully avoid the payment of the correct compensation as required by California law which
25 allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who
26 complied with the law.

27 12. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
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1 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
2 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
3 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
4 time worked, meaning the time during which an employee was subject to the control of an
5 employer, including all the time the employee was permitted or suffered to permit this work.
6 DEFENDANT required these employees to work off the clock without paying them for all the
7 time they were under DEFENDANT's control. Specifically, DEFENDANT required
8 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
9 meal break. PLAINTIFF was from time to time interrupted by work assignments. Indeed there
10 were days where PLAINTIFF did not even receive a partial lunch. As a result, PLAINTIFF and
11 other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime compensation by
12 working without their time being accurately recorded and without compensation at the
13 applicable minimum wage and overtime rates. To the extent that the time worked off the clock
14 did not qualify for overtime premium payment, DEFENDANT failed to pay minimum wages
15 for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

16 13. State and federal law provides that employees must be paid overtime at one-and-
17 one-half times their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES
18 were compensated at an hourly rate plus incentive pay that was tied to specific elements of an
19 employee's performance.

20 14. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
21 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
22 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
23 DEFENDANT, including but not limited to sign-on/retention non-discretionary bonuses and
24 continuing education wages. The non-discretionary incentive program provided all employees
25 paid on an hourly basis with incentive compensation when the employees met the various
26 performance goals set by DEFENDANT. However, when calculating the regular rate of pay
27 in order to pay overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT
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1 failed to include the incentive compensation as part of the employees' "regular rate of pay" for
2 purposes of calculating overtime pay. Management and supervisors described the incentive
3 program to potential and new employees as part of the compensation package. As a matter of
4 law, the incentive compensation received by PLAINTIFF and other AGGRIEVED
5 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
6 in a underpayment of overtime compensation to PLAINTIFF and other AGGRIEVED
7 EMPLOYEES by DEFENDANT.

8 15. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
10 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
11 EMPLOYEES at the correct rate of pay for all overtime worked. This policy and practice of
12 DEFENDANT is intended to purposefully avoid the payment of the correct overtime
13 compensation as required by California law which allowed DEFENDANT to illegally profit and
14 gain an unfair advantage over competitors who complied with the law. To the extent equitable
15 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the
16 PAGA PERIOD should be adjusted accordingly.

17 16. As a result of their rigorous work schedules, PLAINTIFF and other
18 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks and
19 were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
20 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANT
21 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,
22 DEFENDANT failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second
23 off-duty meal period from time to time in which these employees were required by
24 DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other AGGRIEVED
25 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
26 accordance with DEFENDANT's corporate policy and practice.

27 17. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
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1 were from time to time also required to work in excess of four (4) hours without being provided
2 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
3 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
4 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
5 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
6 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
7 AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. As
8 a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES
9 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's
10 managers. Additionally, the applicable California Wage Order requires employers to provide
11 employees with off-duty rest periods, which the California Supreme Court defined as time
12 during which an employee is relieved from all work related duties and free from employer
13 control. In so doing, the Court held that the requirement under California law that employers
14 authorize and permit all employees to take rest period means that employers must relieve
15 employees of all duties and relinquish control over how employees spend their time which
16 includes control over the locations where employees may take their rest period. Employers
17 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
18 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
19 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
20 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
21 leave the work premises during their rest period.

22 18. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
23 employees with an accurate itemized wage statement in writing showing, among other things,
24 gross wages earned and all applicable hourly rates in effect during the pay period and the
25 corresponding amount of time worked at each hourly rate. DEFENDANT from time to time
26 failed to provide to PLAINTIFF and the AGGRIEVED EMPLOYEES wage statements that
27 identify the correct gross and net wages earned, the applicable number of hours worked and
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1 rates of pay. Aside, from the violations listed above in this paragraph, DEFENDANT failed
2 to issue to PLAINTIFF and other AGGRIEVED EMPLOYEES an itemized wage statement that
3 lists all the requirements under California Labor Code 226 *et seq.*

4 19. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
5 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
6 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
7 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
8 2802, employers are required to indemnify employees for all expenses incurred in the course
9 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
10 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
11 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
12 directions of the employer, even though unlawful, unless the employee, at the time of obeying
13 the directions, believed them to be unlawful."

14 20. In the course of their employment PLAINTIFF and other AGGRIEVED
15 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
16 cellular phones as a result of and in furtherance of their job duties as employees for
17 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
18 associated with the use of their personal cellular phones for DEFENDANT's benefit.
19 Specifically, PLAINTIFF and other AGGRIEVED EMPLOYEES were required by
20 DEFENDANT to use their personal cellular phones to for work related issues. As a result, in
21 the course of their employment with DEFENDANT, PLAINTIFF and other AGGRIEVED
22 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited
23 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
24 of DEFENDANT.

25 21. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
26 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
27 to accurately calculate and record the correct overtime rate for the overtime worked by
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1 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
2 employees' overtime hour rates is the DEFENDANT's burden. As a result of DEFENDANT's
3 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
4 calculate and/or pay all required overtime compensation for work performed by the
5 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
6 promulgated thereunder as herein alleged.

7 22. All of the conduct and violations alleged herein occurred during the PAGA
8 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
9 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
10 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
11 AJDAR 12157 (Certified for Publication 12/19/18).

12 13 **JURISDICTION AND VENUE**

14 23. This Court has jurisdiction over this Action pursuant to California Code of Civil
15 Procedure, Section 410.10.

16 24. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
18 maintained offices and facilities in this County and/or conducts substantial business in this
19 County, and (ii) committed the wrongful conduct herein alleged in this County against
20 PLAINTIFF and the AGGRIEVED EMPLOYEES.

21 22 **FIRST CAUSE OF ACTION**

23 **For Violation of the Private Attorneys General Act**

24 **[Cal. Lab. Code §§ 2698, *et seq.*]**

25 **(By PLAINTIFF and Against All Defendants)**

26 25. PLAINTIFF incorporates by reference the allegations set forth in the prior
27 paragraphs as though fully set forth at this point.

1 26. PAGA is a mechanism by which the State of California itself can enforce state
2 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
3 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
4 fundamentally a law enforcement action designed to protect the public and not to benefit private
5 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
6 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
7 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
8 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
9 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
10 subject to arbitration.

11 27. PLAINTIFF, and such persons that may be added from time to time who satisfy
12 the requirements and exhaust the administrative procedures under the Private Attorney General
13 Act, brings this Representative Action on behalf of the State of California with respect to
14 herself and all individuals who are or previously were employed by DEFENDANT in California
15 and classified as non-exempt employees (the "AGGRIEVED EMPLOYEES") during the time
16 period of June 18, 2019 until a date as determined by the Court (the "PAGA PERIOD").

17 28. On June 18, 2020, PLAINTIFF gave written notice by electronic mail to the Labor
18 and Workforce Development Agency (the "Agency") and by certified mail to the employer of
19 the specific provisions of this code alleged to have been violated as required by Labor Code §
20 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein. The
21 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.
22 As a result, pursuant to Section 2699.3, PLAINTIFF may now commence a representative civil
23 action under PAGA pursuant to Section 2699 as the proxy of the State of California with
24 respect to all AGGRIEVED EMPLOYEES as herein defined.

25 29. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the other
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
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1 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
 2 to pay minimum wages, (e) failed to reimburse for necessary business expenses incurred, and
 3 (f) failed to provide wages when due, all in violation of the applicable Labor Code sections
 4 listed in Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512,
 5 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
 6 11040, Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s), and thereby gives
 7 rise to civil penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only
 8 civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
 9 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and
 10 the other AGGRIEVED EMPLOYEES.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
 13 severally, as follows:

14 1. On behalf of the State of California and with respect to all AGGRIEVED
 15 EMPLOYEES:

16 A) Recovery of civil penalties as prescribed by the Labor Code Private
 17 Attorneys General Act of 2004; and,

18 B) An award of attorneys' fees and cost of suit, as allowable under the
 19 law, including, but not limited to, pursuant to Labor Code §2699.

20 Dated: March 9, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
 21 LLP

22
 23 By: /s/ Norman Blumenthal
 24 Norman B. Blumenthal
 25 Attorneys for Plaintiff

26
 27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
 28 Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

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WRITERS EXT:

1004

June 18, 2020

CA2155

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANTLabor and Workforce Development Agency
Online FilingSelect Rehabilitation, LLC
Certified Mail #70191120000066524707
CT Corporation System
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Select Rehabilitation, LLC in California and classified as non-exempt employees during the time period of June 18, 2019 until a date as determined by the Court. Our offices represent Plaintiff Rati Gandhale (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Select Rehabilitation, LLC (“Defendant”). Plaintiff was employed by Defendant in California as a Physical Therapist/Program Manager from October of 2018 to April of 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to

advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.