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CYNTHIA INGALLS

FILED
Superior Court of California
County of Los Angeles
10/05/2020

Sherri R. Carter, Executive Officer / Clerk of Court
By: M. Marquez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CYNTHIA INGALLS, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

ROGER H. SCHUSTER, D.D.S., INC., a
California corporation; ROGER H.
SCHUSTER, an individual; and DOES 1
through 50 inclusive

Defendants.

Case No. 20STCV35755

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND INJUNCTIVE
RELIEF:**

- 1. FAILURE TO PROVIDE MEAL PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11020];**
- 2. FAILURE TO PROVIDE REST PERIODS [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11020];**
- 3. FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN ACCURATE PAYROLL RECORDS [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198];**
- 4. FAILURE TO REIMBURSE BUSINESS EXPENSES [CAL. LAB. CODE §§ 2800, 2802];**
- 5. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT [CAL. LAB. CODE § 203];**
- 6. VIOLATION OF CALIFORNIA LABOR CODE § 558; and,**
- 7. UNFAIR COMPETITION [CAL. BUS. & PROF. CODE §§ 17200 et seq.]; and,**
- 8. PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [CAL. LAB. CODE §§ 2698, et seq.]**

DEMAND FOR A JURY TRIAL

Complaint filed: September 18, 2020

Trial Date: None Set

All allegations in this First Amended Complaint are based upon information and belief except for those allegations that pertain to the named Plaintiff and her counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE § 410.10. The Plaintiff brings this Complaint on her own behalf and on behalf of all aggrieved employees.

2. Venue is proper in the Court under CAL. CIV. PROC. CODE §§ 395 and 395.5 because the claims made, and the CAL. LAB. CODE violations as against the persons identified herein, occurred in the County of Los Angeles, California. Further, each of the Defendants owned and operated their businesses in the County of County of Los Angeles, California.

II.

THE PARTIES

PLAINTIFFS

3. CYNTHIA INGALLS is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an hourly paid employee by ROGER H. SCHUSTER, D.D.S., INC.; ROGER H. SCHUSTER; and/or DOES 1 through 50 ("DEFENDANTS"), from on or about March of 1995 to on or about March 16, 2020;
- (c) Did not receive compliant meal periods or meal period premiums;
- (d) Did not receive compliant rest periods or rest period premiums;

- (e) Did not receive accurate itemized wage statements;
- (f) Did not receive proper reimbursements for business expenses incurred in the course and scope of her employment; and
- (g) When terminated from her employment, was not paid for vested vacation wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by CAL. LABOR CODE § 201.

4. CYNTHIA INGALLS is referred to as “PLAINTIFF” throughout this Complaint.

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that Defendant ROGER H. SCHUSTER, D.D.S., INC., is, and at all times mentioned was:

- (a) A California corporation authorized to conduct business, and actually conducting business, in Los Angeles County, California;
- (b) The owner and operator of a dental office in Los Angeles County, California;
- (c) Along with ROGER H. SCHUSTER, and DOES 1 through 50, inclusive, was the former joint employer of PLAINTIFF and all aggrieved employees, as ROGER H. SCHUSTER, D.D.S., INC., ROGER H. SCHUSTER, and DOES 1 through 50 controlled PLAINTIFF’s and all aggrieved employees’ wages, hours, working conditions, and how PLAINTIFF, and all aggrieved employees, were paid; and
- (d) Failed to properly pay PLAINTIFF and all aggrieved employees for missed meal periods, for missed rest periods, failed to provide PLAINTIFF and all aggrieved employees with accurate itemized wage statements, failed to reimburse PLAINTIFF and all aggrieved employees for necessary business expenses incurred in the course and

1 scope of their employment, and failed to pay PLAINTIFF and all
2 aggrieved employees for wages due upon termination. Each of these
3 transgressions violated the CAL. LAB. CODE.

4 6. PLAINTIFF is informed and believes, and based upon that information and
5 belief alleges, that Defendant ROGER H. SCHUSTER is, and at all times mentioned was:

- 6 (a) An individual who resides in Los Angeles County, California;
7 (b) The current or former owner and operator of ROGER H. SCHUSTER,
8 D.D.S., INC.;
9 (c) The current or former owner and operator of a dental office in Los
10 Angeles County, California;
11 (d) Along with ROGER H. SCHUSTER, D.D.S., INC., and DOES 1
12 through 50, inclusive, was the former joint employer of PLAINTIFF
13 and all aggrieved employees, as ROGER H. SCHUSTER, ROGER H.
14 SCHUSTER, D.D.S., INC., and DOES 1 through 50 controlled
15 PLAINTIFF's and all aggrieved employees' wages, hours, working
16 conditions, and how PLAINTIFF and all aggrieved employees were
17 paid; and
18 (e) Failed to properly pay PLAINTIFF and all aggrieved employees for
19 missed meal periods, for missed rest periods, failed to provide
20 PLAINTIFF and all aggrieved employees with accurate itemized wage
21 statements, failed to reimburse PLAINTIFF and all aggrieved
22 employees for necessary business expenses incurred in the course and
23 scope of their employment, and failed to pay PLAINTIFF and all
24 aggrieved employees for wages due upon termination. Each of these
25 transgressions violated the CAL. LAB. CODE.

26 7. ROGER H. SCHUSTER, D.D.S., INC., ROGER H. SCHUSTER, and, DOES 1
27 through 50 are collectively referred to as "DEFENDANTS" throughout this Complaint.
28

1 8. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
3 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
4 under CAL. CIV. PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to allege
5 the true names and capacities of DOES 1 through 50, inclusive, when they are ascertained.

6 9. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
8 which reside in, or are otherwise doing business in the State of California. Each of the
9 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
10 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
11 the other Defendants named herein, and acted with permission, authorization and/or
12 ratification and consent of other Defendants.

13 10. PLAINTIFF is informed and believes, and based upon that information and
14 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
15 inclusive, are responsible in some manner for one or more of the events and happenings
16 that proximately caused the injuries and damages hereinafter alleged.

17 11. PLAINTIFF is informed and believes, and based upon that information and
18 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
19 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
20 employees of each of the other Defendants, and that each Defendant was acting within the
21 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
22 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
23 PLAINTIFF for their damages sustained as a proximate result of Defendants' conduct.

24 12. PLAINTIFF is informed and believes, and based upon that information and
25 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
26 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
27 themselves and entered into a combination and systemized campaign of activity to *inter*
28 *alia* damage PLAINTIFF and all aggrieved employees and to otherwise consciously and/or

recklessly act in derogation of PLAINTIFF's and all aggrieved employees' rights, and the trust reposed by PLAINTIFF and all aggrieved employees in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to PLAINTIFF's information and belief, and to all appearances, Defendants represented a unified body so that the actions of one Defendant were accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

ALTER-EGO ALLEGATIONS

13. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that:

(a) ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50, are, and at all relevant times were, mere shells without capital, assets, stock or stockholders;

(b) Defendants ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50 are, and at all relevant times were, the alter ego of Defendants ROGER H. SCHUSTER, and DOES 1 through 50, inclusive, and each of them, who were the controlling shareholders, officers, and directors of ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50;

(c) There is, and at all relevant times was, a unity of interest and/or ownership between all of these Defendants so that any individuality or separateness between them has ceased to exist in that ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50, inclusive were and are under their control and domination; and

(d) ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50, inclusive are, and at all relevant times were, completely controlled, dominated, managed and operated by ROGER H. SCHUSTER, and Defendants DOES 1 through 50, inclusive, and each of them, so that ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50 were mere shells, instrumentalities, and/or conduits through which each of these Defendants conducted some or all of their/its business. Adherence to the fiction of the separate existence of ROGER H. SCHUSTER, D.D.S., INC., and DOES 1 through 50, inclusive as

1 entities distinct from ROGER H. SCHUSTER, Defendants DOES 1 through 50, inclusive,
2 or any of them, would permit an abuse of the corporate privilege and sanction fraud or
3 promote injustice in that, among other things, it would enable each of these Defendants to
4 avoid liability and to defraud his, her, or its creditors, the effect of which would be to
5 render each Defendant financially unable to respond to a monetary judgment awarded
6 against each or any of them in the action.

7 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
8 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB.
9 CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one
10 or more of the alleged violations was committed against them.

11 III.

12 THE CONDUCT

13 15. DEFENDANTS operate a dental office in Los Angeles County, California.

14 16. DEFENDANTS’ business requires the use of “non-exempt” employees as
15 defined by the California Labor Code and IWC Wage Order No. 2-2001 (as amended),
16 including, but not limited to, dental assistants, dental hygienists, and office staff.

17 17. DEFENDANTS jointly employed PLAINTIFF from on or about March 1995 to
18 on or about March 16, 2020, as a dental assistant.

19 18. PLAINTIFF regularly worked from 8:00 a.m. to 5:00 p.m., on Mondays and
20 Wednesdays. PLAINTIFF regularly worked from 8:00 a.m. to 4:30 p.m. on Tuesdays.
21 PLAINTIFF regularly worked and from 7:00 a.m. to 2:00 p.m. on Thursdays.

22 19. PLAINTIFF was misclassified by DEFENDANTS as an “exempt employee”
23 and was being paid a salary of \$1,783 every two weeks when her employment with
24 DEFENDANTS ended.

25 20. PLAINTIFF’s job duties included, among other things, providing support to
26 dental hygienists and a doctor of dental surgery while they treated DEFENDANTS’
27 patients.

28 21. During PLAINTIFF’s and all aggrieved employees employment,

1 DEFENDANTS exercised complete and unfettered control over PLAINTIFF's and all
2 aggrieved employees' work schedules; their hours worked; their rate of pay and method of
3 payment; dictated how PLAINTIFF and all aggrieved employees would actually perform
4 their job duties; and dictated when PLAINTIFF and all aggrieved employees could or could
5 not take lunch or rest breaks. PLAINTIFF and all aggrieved employees could not exercise
6 discretion and independent judgment in performing their tasks. PLAINTIFF and all
7 aggrieved employees had to obtain approval on all actions she took on the job.
8 DEFENDANTS did not pay PLAINTIFF and all aggrieved employees a salary of at least
9 twice the state minimum wage for full-time employment. CAL. CODE REGS. § 11020,
10 including the applicable California Wage Order applies to PLAINTIFF and all aggrieved
11 employees. PLAINTIFF and all aggrieved employees were not exempt employees or
12 independent contractors.

13 22. DEFENDANTS failed to permit PLAINTIFF and all aggrieved employees to take
14 code-complaint meal periods.

15 23. DEFENDANTS regularly failed to provide PLAINTIFF and all aggrieved
16 employees with code-compliant thirty (30) minute meal periods during shifts in excess of
17 five (5) hours, and a second meal period of at least thirty (30) minutes during shifts in
18 excess of ten (10) hours. When meal periods were provided, they were often shorter in
19 duration than 30 minutes or were interrupted. DEFENDANTS effectively maintained
20 control over PLAINTIFF and all aggrieved employees during the meal periods that were
21 provided. On each day where a code-compliant thirty (30) minute meal period was not
22 provided to PLAINTIFF and all aggrieved employees, DEFENDANTS failed to pay
23 PLAINTIFF and all aggrieved employees one additional hour of pay at their regular rates of
24 pay.

25 24. DEFENDANTS refused to allow PLAINTIFF and all aggrieved employees, to
26 take code-complaint rest periods.

27 25. Under California law, an employee who works more than 4 hours or major
28 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who

1 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
2 second meal period of at least 30 minutes if he or she works more than 10 hours in a
3 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
4 period that satisfies the requirements of the applicable IWC Wage Order 2-2001 (as
5 amended) must pay a premium to the employee of one additional hour of pay at the
6 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
7 LAB. CODE § 226.7(b).)

8 26. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees with
9 a code compliant 10-minute net rest period for every four (4) hours or major fraction
10 thereof worked. Where rest periods were provided, they were shorter in duration than 10
11 minutes, were interrupted, or were not provided every four (4) hours or major fraction
12 thereof worked. DEFENDANTS effectively maintained control over PLAINTIFF and all
13 aggrieved employees during rest periods that were provided. On each day when code-
14 compliant ten (10) minute rest periods were not provided to PLAINTIFF and all aggrieved
15 employees, DEFENDANTS failed to pay PLAINTIFF and all aggrieved employees one
16 additional hour of pay at their regular rates of pay.

17 27. The wage statements that DEFENDANTS provided to PLAINTIFF and all
18 aggrieved employees did not conform with CALIFORNIA LABOR CODE § 226 as those wage
19 statements failed to accurately reflect PLAINTIFF's and all aggrieved employees' hours
20 worked, including missed meal periods, and rest periods, and failed to state the correct rate
21 of pay.

22 28. DEFENDANTS did not properly reimburse PLAINTIFF and all aggrieved
23 employees for all necessary expenditures incurred in the course and scope of PLAINTIFF'S
24 employment, as required by CAL. LAB. CODE §§ 2800 and 2802. Necessary unreimbursed
25 business-related expenses include, but were not limited to PLAINTIFF's and all aggrieved
26 employees' purchases and use of uniforms as required by DEFENDANTS

27 29. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
28 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not

1 having a written contract for a definite period is terminated, his or her wages become
2 immediately due and payable. CAL. LAB. CODE § 203(a) provides, “If an employer willfully
3 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
4 any wages of an employee who is discharged or who quits, the wages of the employee shall
5 continue as a penalty from the due date thereof at the same rate until paid or until an action
6 therefore is commenced; but the wages shall not continue for more than 30 days.”

7 30. As a result, under CAL. LAB. CODE § 203, PLAINTIFF and all aggrieved
8 employees terminated in the applicable period are entitled to one day’s wages for each day
9 they were not timely paid all wages due, up to a maximum of 30 days’ wages. Because
10 DEFENDANTS failed to pay overtime wages, minimum wages, and meal and rest period
11 wages to PLAINTIFF and other aggrieved employees, PLAINTIFF and all aggrieved
12 employees are entitled to 30 days’ wages.

13 31. DEFENDANTS willfully failed to pay any wages due to PLAINTIFF and all
14 aggrieved employees for over three months after their employment was terminated by
15 DEFENDANTS. DEFENDANTS last employed PLAINTIFF and all aggrieved employees
16 on or about March 16, 2020. It is believed that DEFENDANTS closed their office on
17 March 19, 2020, and “furloughed” all of their employees on that date. DEFENDANTS then
18 waited until on or about June 25, 2020, to send termination letters to their employees. It
19 was not until on or about June 27, 2020, and over three months after DEFENDANTS
20 “furloughed” their employees, that DEFENDANTS mailed final paychecks to PLAINTIFF
21 and all aggrieved employees for vested vacation wages owed.

22 32. The California Division of Labor Standards Enforcement (“DLSE”) has taken the
23 position that an employee furlough longer than 10 days is equivalent to a termination. (See
24 DLSE May 4, 1993 Opinion Letter; see also, DLSE May 30, 1996 Opinion Letter.)
25 DEFENDANTS effectively terminated PLAINTIFF and all aggrieved employees on March 29,
26 2020, and willfully failed to pay the wages due to PLAINTIFF and all aggrieved employees for
27 nearly three months after DEFENDANTS terminated their employment.

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1 **FIRST CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE MEAL PERIODS**

3 **[CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11020]**

4 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
5 **Against All DEFENDANTS)**

6 33. PLAINTIFF repeats and re-alleges paragraphs 1 through 32, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 34. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
9 were the joint employers of PLAINTIFF and all aggrieved employees.

10 35. CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11020(11)(A)
11 provide that an employee who works more than five (5) hours in a day is entitled to a meal
12 period of at least thirty (30) minutes, and a second meal period of at least thirty (30)
13 minutes if he or she works more than ten (10) hours in a work day.

14 36. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11020(11)(D) provide that
15 if an employer fails to provide an employee a meal period in accordance with the section,
16 the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
17 compensation for each workday that the meal period is not provided.

18 37. At all times relevant hereto, PLAINTIFF and all aggrieved employees worked
19 more than five (5) hours in a workday for DEFENDANTS.

20 38. DEFENDANTS regularly failed to provide PLAINTIFF and all aggrieved
21 employees with compliant thirty (30) minute meal periods during shifts in excess of five (5)
22 hours and compliant second meal periods of at least thirty (30) minutes during shifts in
23 excess of ten (10) hours. When meal periods were provided, they were shorter in duration
24 than 30 minutes or were interrupted. DEFENDANTS effectively maintained control over
25 PLAINTIFF and all aggrieved employees during the meal periods that were provided. On
26 each day where a compliant thirty (30) minute meal period was not provided to
27 PLAINTIFF and all aggrieved employees DEFENDANTS failed to pay PLAINTIFF and all
28

1 aggrieved employees one additional hour of pay at PLAINTIFF's and all aggrieved
2 employees regular rates of pay.

3 39. DEFENDANTS intentionally and improperly denied meal periods to
4 PLAINTIFF and all aggrieved employees in violation of CAL. LAB. CODE §§ 226.7 and 512
5 and 8 CAL. CODE REGS. § 11020(11)(A) and other regulations and statutes.

6 40. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
7 PLAINTIFF and all aggrieved employees PLAINTIFF and all aggrieved employees have
8 suffered, and will continue to suffer, damages in amounts which are presently unknown to
9 PLAINTIFF, but which damages exceed the jurisdictional limits of the court and which will
10 be ascertained according to proof at trial.

11 41. PLAINTIFF is informed and believes, and based upon that information and
12 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
13 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
14 toward PLAINTIFF and all aggrieved employees, with a conscious disregard of their rights,
15 or the consequences to PLAINTIFF, and all aggrieved employees, with the intent of
16 depriving PLAINTIFF and all aggrieved employees of property and legal rights and
17 otherwise causing PLAINTIFF and all aggrieved employees injury.

18 42. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees,
19 seeks to recover meal-period compensation according to proof, interest, all applicable
20 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
21 and/or other statutes, and reasonable attorneys' fees and costs.

22 **SECOND CAUSE OF ACTION**
23 **FOR FAILURE TO PROVIDE REST PERIODS**

24 [CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. §§ 11020]
25 (By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and
26 Against All DEFENDANTS)

27 43. PLAINTIFF repeats and re-alleges paragraphs 1 through 42, inclusive, of this
28 Complaint and they are incorporated herein by this reference.

1 44. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFF and all aggrieved employees.

3 45. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11020 (12)(A) provide
4 that employers shall authorize and permit all employees to take rest periods at the rate of
5 ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

6 46. CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11020(12)(B) provide that
7 if an employer fails to provide an employee with rest periods in accordance with those
8 statutes, the employer shall pay the employee one (1) hour of pay at the employee's regular
9 rate of compensation for each workday that the rest period was not provided. The Wage
10 Order provides a separate remedy for violations of meal period requirements and violations
11 of rest period requirements and section 226.7 allows recovery of up to two premium
12 payments per workday – one for each type of violation. (*United Parcel Service, Inc., v.*
13 *Superior Court* (2011) 196 Cal.App.4th 57, 69.)

14 47. At all times relevant hereto, PLAINTIFF and all aggrieved employees, worked
15 more than four hours in a workday for DEFENDANTS.

16 48. At all times relevant hereto, DEFENDANTS failed to provide rest periods as
17 required by CAL. LAB. CODE §§ 226.7 and 8 CAL. CODE REGS. § 11020(12)(A).

18 49. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees with
19 a 10-minute net rest period for every four (4) hours or major fraction thereof worked.
20 Where rest periods were provided, they were shorter in duration than 10 minutes, were
21 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
22 DEFENDANTS effectively maintained control over PLAINTIFF and all aggrieved
23 employees during rest periods that were provided as PLAINTIFF and all aggrieved
24 employees could not leave DEFENDANTS' premises during any rest periods that were
25 provided. On each day where compliant ten (10) minute rest periods were not provided to
26 PLAINTIFF and all aggrieved employees DEFENDANTS failed to pay PLAINTIFF and all
27 aggrieved employees one additional hour of pay at their regular rates of pay.
28

1 50. DEFENDANTS have intentionally and improperly denied rest periods to
2 PLAINTIFF and all aggrieved employees in violation of CAL. LAB. CODE §§ 226.7 and 512
3 and 8 CAL. CODE OF REGS. § 11020(12)(A).

4 51. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
5 PLAINTIFF and all aggrieved employees, PLAINTIFF and all aggrieved employees have
6 suffered, and will continue to suffer, damages in amounts that are presently unknown to
7 PLAINTIFF, but which exceed the jurisdictional limits of the court and which will be
8 ascertained according to proof at trial.

9 52. PLAINTIFF is informed and believes, and based upon that information and
10 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF and all
11 aggrieved employees were entitled to rest periods and purposely elected not to provide rest
12 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
13 PLAINTIFF and all aggrieved employees, with a conscious disregard of their rights, or the
14 consequences to PLAINTIFF and all aggrieved employees, with the intent of depriving
15 PLAINTIFF and all aggrieved employees of property and legal rights and otherwise
16 causing PLAINTIFF and all aggrieved employees, injury.

17 53. PLAINTIFF on her own behalf and on behalf of all aggrieved employees,
18 seeks to recover rest-period compensation according to proof, interest, all applicable
19 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
20 and/or other statutes, and reasonable attorneys' fees and costs.

21 **THIRD CAUSE OF ACTION**

22 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**

23 **ACCURATE PAYROLL RECORDS**

24 **[CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]**

25 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
26 **Against All DEFENDANTS)**

27 54. PLAINTIFF repeats and re-alleges paragraphs 1 through 53, inclusive, of this
28 Complaint and they are incorporated herein by this reference.

1 55. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFF and all aggrieved employees.

3 56. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt
4 employees with detailed and accurate wage statements (*i.e.* “pay stubs”). Specifically, the
5 statute provides:

6 Every employer shall, semimonthly or at the time of each payment of
7 wages, furnish each of his or her employees, either as a detachable
8 part of the check, draft, or voucher paying the employee’s wages, or
9 separately when wages are paid by personal check or cash, an
10 accurate itemized statement in writing showing (1) gross wages
11 earned, (2) total hours worked by the employee, except for any
12 employee whose compensation is solely based on a salary and who is
13 exempt from payment of overtime under subdivision (a) of Section
14 515 or any applicable order of the Industrial Welfare Commission,
15 (3)) the number of piece-rate units earned and any applicable piece
16 rate if the employee is paid on a piece-rate basis, (4) all deductions,
17 provided that all deductions made on written orders of the employee
18 may be aggregated and shown as one item, (5) net wages earned, (6)
19 the inclusive dates of the period for which the employee is paid, (7)
the name of the employee and only the last four digits of his or her
social security number or an employee identification number other
than a social security number, (8) the name and address of the legal
entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly
rate by the employee and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of
pay and total hours worked for each temporary services assignment.

20 57. For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e) provides
21 that an employee: (a) is entitled to recover the greater of all actual damages or minimum
22 statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for
23 each subsequent violation, up to a maximum of \$4,000.

24 58. Additionally, CAL. LAB. CODE § 1174(d) provides, “Every person employing
25 labor in this state shall...[k]eep a record showing the names and addresses of all employees
26 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the
28 hours worked daily by and the wages paid to, and the number of piece-rate units earned by

1 and any applicable piece rate paid to, employees employed at the respective plants or
2 establishments....”

3 59. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
4 penalty if they fail to maintain accurate and complete records as required by section
5 1174(d).

6 60. DEFENDANTS intentionally failed to furnish to PLAINTIFF and all aggrieved
7 employees upon the payment of wages, itemized wage statements in conformity with
8 CALIFORNIA LABOR CODE § 226. The wage statements failed to accurately reflect
9 PLAINTIFF’S and all aggrieved employees’ missed meal periods, missed rest periods, and
10 failed to state the correct rate of pay.

11 61. PLAINTIFF and all aggrieved employees, were damaged by these failures
12 because, among other things, the failures led PLAINTIFF and all aggrieved employees, to
13 believe that they were not entitled to be paid for all hours worked even though they were so
14 entitled, and because these failures hindered PLAINTIFF and all aggrieved employees from
15 determining the amounts of wages owed to them.

16 62. PLAINTIFF is also informed and believes, and based upon that information
17 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
18 showing the daily hours PLAINTIFF and all aggrieved employees worked and the wages
19 that should have been paid as a result of failing to record hours that PLAINTIFF and all
20 aggrieved employees worked, as well as PLAINTIFF’s and all aggrieved employees’,
21 missed meal periods and rest periods.

22 63. PLAINTIFF on her own behalf and on behalf of all aggrieved employees,
23 seeks to recover damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and
24 1198, and reasonable attorneys’ fees and costs.

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FOURTH CAUSE OF ACTION
FOR FAILURE TO REIMBURSE BUSINESS EXPENSES

[CAL. LAB. CODE §§ 2800 and 2802]

**(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and
Against All DEFENDANTS)**

64. PLAINTIFF repeats and re-alleges paragraphs 1 through 63, inclusive, of this Complaint and they are incorporated herein by this reference.

65. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF.

66. CAL. LAB. CODE §§ 2800 and 2802 provide that an employer must reimburse employees for all necessary expenditures incurred in an employee's course and scope of employment.

67. PLAINTIFF and all aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by DEFENDANTS.

68. Necessary unreimbursed business-related expenses include, but were not limited to PLAINTIFF's and all aggrieved employees' purchases and uniforms as required by DEFENDANTS.

69. DEFENDANTS maintained a policy of requiring their employees wear specialized uniforms, including but not limited to medical scrubs, for work purposes. DEFENDANTS, however, did not reimburse PLAINTIFF and all aggrieved employees for the cost of these necessary items.

70. DEFENDANTS have intentionally and willfully failed to fully reimburse PLAINTIFF and all aggrieved employees for necessary business-related expenses and costs in violation of CAL. LAB. CODE §§ 2800 and 2802.

71. Under CAL. LAB. CODE §§ 2800 and 2802, PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, seeks to recover her business-related expenses incurred during the course and scope of her employment with DEFENDANTS, plus interest

1 and penalties. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees,
2 also seeks reasonable attorneys' fees and costs.

3 **FIFTH CAUSE OF ACTION**
4 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

5 [CAL. LAB. CODE § 203]

6 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
7 **Against All DEFENDANTS)**

8 72. PLAINTIFF repeats and re-alleges paragraphs 1 through 71, inclusive, of this
9 Complaint and they are incorporated herein by this reference.

10 73. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
11 were the joint employers of PLAINTIFF and all aggrieved employees.

12 74. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
13 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
14 having a written contract for a definite period is terminated, his or her wages become
15 immediately due and payable.

16 75. CAL. LAB. CODE § 203 (a) provides, "If an employer willfully fails to pay,
17 without abatement or reduction, in accordance with Sections [201 and 202], any wages of
18 an employee who is discharged or who quits, the wages of the employee shall continue as a
19 penalty from the due date thereof at the same rate until paid or until an action therefore is
20 commenced; but the wages shall not continue for more than 30 days."

21 76. The California Division of Labor Standards Enforcement ("DLSE") has taken
22 the position that an employee furlough longer than 10 days is equivalent to a termination.
23 (See, DLSE May 4, 1993 Opinion Letter; see also DLSE May 30, 1996 Opinion Letter.)

24 77. PLAINTIFF and all aggrieved employees did not have written contracts for
25 definite terms of employment. DEFENDANTS discharged PLAINTIFF and all aggrieved
26 employees from their employment within the applicable statute of limitations.

27 78. DEFENDANTS willfully failed to pay any wages due to PLAINTIFF and all
28 aggrieved employees for over three months after their employment was terminated by

1 DEFENDANTS. DEFENDANTS last employed PLAINTIFF on or about March 16, 2020.
2 It is believed that DEFENDANTS closed their office on March 19, 2020, and “furloughed”
3 all of their employees on that date. DEFENDANTS then waited until on or about June 25,
4 2020, to send termination letters to their employees. It was not until on or about June 27,
5 2020, and over three months after DEFENDANTS “furloughed” their employees, that
6 DEFENDANTS mailed a final pay check to their employees for vested vacation wages
7 owed.

8 79. DEFENDANTS effectively terminated PLAINTIFF and all aggrieved employees
9 on March 29, 2020, and willfully failed to pay the wages due to PLAINTIFF and all aggrieved
10 employees for nearly three months after DEFENDANTS terminated their employment—without
11 abatement or reduction.

12 80. Under CAL. LAB. CODE § 203, PLAINTIFF and all aggrieved employees, are
13 entitled to one day’s wages for each day they were not timely paid all wages due, up to a
14 maximum of 30 days’ wages. Because DEFENDANTS failed to pay vested vacation wages
15 owed, meal period wages owed, and rest period wages owed, PLAINTIFF, individually,
16 and on behalf of all aggrieved employees, seeks to recover 30 days’ wages, and applicable
17 penalties. PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, also
18 seeks reasonable attorneys’ fees and costs.

19 **SIXTH CAUSE OF ACTION**

20 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

21 **[CAL. LAB. CODE § 558]**

22 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
23 **Against All DEFENDANTS)**

24 81. PLAINTIFF repeats and re-alleges paragraphs 1 through 80, inclusive, of this
25 Complaint and they are incorporated herein by this reference.

26 82. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
27 were the joint employers of PLAINTIFF and all aggrieved employees.
28

1 83. CAL. LAB. CODE § 558(a) provides, “Any employer or other person acting on
2 behalf of an employer who violates, or causes to be violated, a section of this chapter or
3 any provision regulating hours and days of work in any order of the Industrial Welfare
4 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
5 dollars (\$50) for each underpaid employee for each pay period for which the employee was
6 underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each
7 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
8 period for which the employee was underpaid in addition to an amount sufficient to recover
9 underpaid wages.” CAL. LAB. CODE § 558(d) provides, “The civil penalties provided for in
10 this section are in addition to any other civil or criminal penalty provided by law.”

11 84. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF and
12 all aggrieved employees, by violating various sections of the CAL. LAB. CODE.
13 PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, seeks the
14 remedies set forth in CAL. LAB. CODE § 558.

15 **SEVENTH CAUSE OF ACTION**

16 **FOR UNFAIR COMPETITION**

17 **[CAL. BUS. & PROF. CODE § 17200 et seq.]**

18 **(By PLAINTIFF, on Her Own Behalf and on Behalf of All Aggrieved Employees, and**
19 **Against All DEFENDANTS)**

20 85. PLAINTIFF repeats and re-alleges paragraphs 1 through 84, inclusive, of this
21 Complaint and they are incorporated herein by this reference.

22 86. Under the applicable IWC Wage Order 2-2001 (as amended), DEFENDANTS
23 were the joint employers of PLAINTIFF and all aggrieved employees. DEFENDANTS are
24 also a “person” as that term is defined under CAL. BUS. & PROF. CODE § 17021.

25 87. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any
26 unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by and
27 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
28 practices by, among other violations, failing to provide compliant meal and rest periods to

1 PLAINTIFF and all aggrieved employees, failing to provide accurate wage statements to
2 PLAINTIFF and all aggrieved employees, failing to reimburse necessary business expenses
3 incurred in the course and scope of PLAINTIFF's and all aggrieved employees'
4 employment, and failing to provide wages due upon termination of employment to
5 PLAINTIFF and all aggrieved employees under the applicable CAL. LAB. CODE, and
6 Industrial Welfare Commission requirements in violation of CAL. BUS. & PROF. CODE §
7 17200 et seq., and have thereby deprived PLAINTIFF of fundamental rights and privileges.

8 88. By and through the unfair and unlawful business practices described herein,
9 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
10 and all aggrieved employees, and have deprived them of valuable rights and benefits
11 guaranteed by law, all to the detriment of PLAINTIFF, and all aggrieved employees,.

12 89. All the acts described herein are violations of, among other things, the CAL.
13 LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 2; are
14 unlawful and in violation of public policy; and in addition are immoral, unethical,
15 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
16 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

17 90. PLAINTIFF and all aggrieved employees are entitled to and seeks such relief
18 as may be necessary to restore to them the money and property that DEFENDANTS have
19 acquired, or of which PLAINTIFF and all aggrieved employees have been deprived, by
20 means of the above-described unfair and unlawful business practices.

21 91. PLAINTIFF is further entitled to seek a declaration that the above-described
22 business practices are unfair and unlawful and that an injunctive relief should be issued
23 restraining DEFENDANTS from engaging in any of the above-described unfair and
24 unlawful business practices in the future.

25 92. PLAINTIFF and all aggrieved employees have no plain, speedy, and/or
26 adequate remedy at law to redress the injuries that she has suffered as a consequence of
27 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
28 unlawful business practices described above, PLAINTIFF and all aggrieved employees

1 have suffered and will continue to suffer irreparable harm unless DEFENDANTS are
2 restrained from continuing to engage in these unfair and unlawful business practices. In
3 addition, DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF
4 and all aggrieved employees.

5 **EIGHTH CAUSE OF ACTION**
6 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

7 **[California Labor Code § 2698, *et seq.*]**

8 **(By PLAINTIFF, on Her Own Behalf, and as a Private Attorney General for All**
9 **Aggrieved Employees, and Against All Defendants)**

10 93. PLAINTIFF repeats and re-alleges paragraphs 1 through 92, inclusive, of this
11 Complaint and they are incorporated herein by this reference.

12 94. The Private Attorneys General Act of 2004, codified in CAL. LAB. CODE §§ 2698-
13 2699, expressly establishes that any provision of the CAL. LAB. CODE that provides for a civil
14 penalty to be assessed and collected by the Labor and Workforce Development Agency
15 (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees
16 for a violation of the CAL. LAB. CODE, may be recovered through a civil action brought by an
17 aggrieved employee on behalf of himself or herself, and other current or former employees.

18 95. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
19 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
20 authorized to exercise the same discretion, subject to the same limitations and conditions, to
21 assess a civil penalty.

22 96. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
23 employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they are all
24 current or former employees of DEFENDANTS, and one or more of the alleged violations was
25 committed against them.

26 97. PLAINTIFF asserts all of her claims in this Complaint on behalf of herself and all
27 aggrieved employees in their capacity as Private Attorneys General, and seeks all statutory
28 penalties available under CAL. LAB. CODE §§ 2698-2699.

1 98. On July 29, 2020, PLAINTIFF gave written notice by certified mail to and
2 Defendants ROGER H. SCHUSTER, D.D.S., Inc., and ROGER H. SCHUSTER of the specific
3 code provisions alleged to have been violated, as required by CAL. LAB. CODE § 2699.3. On the
4 same date, PLAINTIFF submitted a “PAGA Claim Notice” to the Labor and Workforce
5 Development Agency (“LWDA”) through its online portal. PLAINTIFF’s PAGA Notice Letter
6 and LWDA Claim Submissions indicated that she, “as an aggrieved employee, on her own
7 behalf and on behalf of other employees of Roger Schuster, Roger H. Schuster, D.D.S., Inc., and
8 any other affiliated entity (“**Schuster**”), intends to seek civil penalties, attorney’s fees, costs,
9 and other available relief for violations of the California Labor Code, which are recoverable
10 under the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”)
11 (CAL. LABOR CODE §2698 *et. seq.*.” The statutory waiting period for PLAINTIFF to add these
12 allegations to the Complaint has expired. As a result, under CAL. LAB. CODE § 2699.3,
13 PLAINTIFF, on behalf of herself and all aggrieved employees, may now commence a
14 representative civil action under CAL. LAB. CODE § 2699 as the proxy of the State of California.

15 99. The policies, acts, and practices heretofore described were and are unlawful
16 business acts or practices because DEFENDANTS (a) failed to provide meal periods to
17 PLAINTIFF, and other aggrieved employees; (b) failed to provide rest periods to PLAINTIFF,
18 and other aggrieved employees; (c) failed to provide accurate itemized wage to PLAINTIFF,
19 and other aggrieved employees; (d) failed to reimburse business expenses to PLAINTIFF, and
20 other aggrieved employees; and (e) failed to timely pay wages to PLAINTIFF, and other
21 aggrieved employees, all in violation of the applicable CAL. LAB. CODE sections listed in CAL.
22 LAB. CODE § 2699.5, including but not limited to CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7,
23 227.3, 512, 558, 1174, 1194, 1194.2, 1198, 2800, and 2802, which include penalties under CAL.
24 LAB. CODE sections, 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 2699, and the applicable Wage
25 Order(s), giving rise to statutory penalties as a result of the wrongful conduct.

26 100. PLAINTIFF, on behalf of herself and all aggrieved employees, seeks
27 recovery of civil penalties as prescribed by the Private Attorney General Act of 2004 as the
28

1 representatives of the State of California for the illegal conduct perpetrated on PLAINTIFF
2 and all aggrieved employees by DEFENDANTS.

3 **PRAYER**

4 WHEREFORE, PLAINTIFF, on her own behalf and on behalf of all aggrieved
5 employees, prays for judgment against each Defendant, jointly and severally, as follows:

6 **1. ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, AND SIXTH**
7 **CAUSES OF ACTION:**

- 8 (a) For compensatory damages, including lost wages;
9 (b) For an award of interest, including prejudgment interest at the legal
10 rate; and,
11 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

12 **2. ON THE SEVENTH CAUSE OF ACTION:**

- 13 (a) For restitution and disgorgement;
14 (b) For injunctive relief ordering the continuing unfair business acts and
15 practices to cease, or as the Court otherwise deems just and proper;
16 and,
17 (c) For other injunctive relief ordering DEFENDANTS to notify the
18 Plaintiff and other hourly paid employees of DEFENDANTS that they
19 have not been paid the proper amounts required in accordance with
20 California law.

21 **3. ON THE EIGHTH CAUSE OF ACTION**

- 22 (a) For statutory penalties, interest, costs of suit, and attorneys' fees.

23 **4. ON ALL CAUSES OF ACTION:**

- 24 (a) For reasonable attorneys' fees;
25 (b) For costs of suit;
26 (c) For prejudgment interest; and,
27 (d) For other and further relief their court deems just and proper.
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Dated: October 5, 2020 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: October 5, 2020 **LAW OFFICES OF DAVID R. GREIFINGER**

By: 
DAVID R. GREIFINGER
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the State of California, County of Los Angeles. I am over the age of 18
4 and not a party to the within lawsuit; my business address is 15515 W. Sunset Boulevard,
Unit 214, Pacific Palisades, California 90272.

5 On **October 5, 2020** I served the foregoing document described as **FIRST**
6 **AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF** on the
interested parties in this action by placing **[X]** a true copy thereof on:

7
8 Roger Schuster
9 2635 Cordelia Road
Los Angeles, CA 90049

- 10
11 **[X]** (BY MAIL): as follows: I deposited the envelopes for mailing in the ordinary
12 course of business at Los Angeles County, California. I am "readily familiar" with
13 this firm's practice of collection and processing correspondence for mailing. Under
that practice, the sealed envelopes are deposited with the U.S. Postal Service that
14 same day in the ordinary course of business, with postage thereon fully prepaid at
Los Angeles County, California.
15 **[]** (BY OVERNIGHT DELIVERY): as follows: I am "readily familiar" with this
16 firm's practice of collection and processing correspondence for overnight delivery.
Under that practice, overnight packages are enclosed in a sealed envelope with a
17 packing slip attached thereto fully prepaid. The packages are picked up by the
carrier at our offices or delivered by our office to a designated collection site.
18 **[]** BY E-MAIL: I hereby certify that this document was served from Los Angeles
County, California, by e-mail delivery on the parties listed herein at their most
19 recent known e-mail address or e-mail of record in this action.

20 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

21 Executed on **October 5, 2020** at Los Angeles County, California.

22
23 Calvin A. Marshall, Esq.
24 Type or Print Name

25 
26 Signature