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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

STANLEY MOSK COURTHOUSE

HECTOR AROCHE, as an individual and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

S.A.S SERVICES GROUP, INC., a
California corporation, and DOES 1 through
50, inclusive,

Defendant.

Case No.: **20STCV41986**

**COMPLAINT FOR DAMAGES AND
RESTITUTION**

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Recovery of Unpaid Minimum Wage and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment;
6. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq. for Failure to Indemnify for Expenditures or Losses in Discharge of Duties; and
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff HECTOR AROCHE (“Mr. Aroche” or “Plaintiff”), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of Plaintiff and the similarly Aggrieved
5 Employees he seeks to represent, as defined herein, as all non-exempt employees employed by or
6 formerly employed by Defendant S.A.S SERVICES GROUP, INC. (“S.A.S” or “Defendant”).
7 The Aggrieved Employees consists of all non-exempt employees employed by or formerly
8 employed by Defendant within the State of California who were not subject to a collective
9 bargaining agreement at any time during the relevant statutory period, and were California
10 Citizens at the time of the filing of this Complaint. The term “Relevant Time Period” or “Time
11 Period” is defined as one (1) year prior to the filing of Plaintiff’s initial complaint in this matter
12 through the present. Plaintiff reserves the right to amend this complaint to reflect a different
13 “Time Period” or modify the definition of “Aggrieved Employees” as further discovery is
14 conducted.

15 2. Plaintiff individually, and on behalf of the Aggrieved Employees, who were not
16 subject to a collective bargaining agreement at any time during the relevant statutory period, seeks
17 relief against Defendant for violation of the California Labor Code (herein “Labor Code”) as
18 follows: (1) failure to pay all wages due, including minimum, regular, and overtime wages as a
19 result of Defendant’s policy of improperly paying its non-exempt hourly employees; (2) failure
20 to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or
21 compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) failure
22 to pay wages upon ending employment to terminated or resigned employees; and (6) failure to
23 indemnify for necessary expenditures. Plaintiff seeks penalties pursuant to Labor Code section
24 2608 et seq., the Private Attorneys General Act of 2004 (“PAGA”) in connection with
25 Defendant’s Labor Code violations.

26 3. Plaintiff further seeks equitable remedies in the form of declaratory relief, and
27 relief under Business and Professions Code section 17200 et seq. for unfair business practices.

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4. At all relevant times herein, Defendant consistently maintained and enforced against Plaintiff and Aggrieved Employees the following unlawful practices and policies: a) willfully refusing to pay Plaintiff and Aggrieved Employees for all hours worked, including minimum wage and overtime; b) failing to provide Plaintiff and Aggrieved Employees with meal and/or rest periods or compensation in lieu thereof; c) willfully refusing to compensate Plaintiff and Aggrieved Employees wages due and owing at the time Plaintiff's and Aggrieved Employees' employment with Defendant ended; d) willfully refusing to furnish to Plaintiff and Aggrieved Employees accurate itemized wage statements upon payment of wages; and e) willfully failing to reimburse Plaintiff and Aggrieved Employees for necessary expenditures.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over the causes of action alleged in this Complaint, because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

6. Venue is proper in the County of Los Angeles, because the Defendant maintains its location and transacts business in this county, the obligations and liability arise in this county, and work performed by Plaintiff and Aggrieved Employees that form the subject of this action occurred in this county.

7. The California Superior Court has jurisdiction in the matter, because the individual claims are under the Seventy-Five Thousand Dollar (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the State of California. Defendant provides premium ground support services to airlines and airport service companies doing business in the State of California.

8. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the California Labor Code, California Code of Civil Procedure, California Business and Professions Code, and California Rules of Court.

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THE PARTIES

A. The Plaintiff

9. Plaintiff, at relevant times herein, was an employee of the Defendant and entitled to compensation for all hours worked, overtime compensation, and penalties from Defendant. Plaintiff was employed by the Defendant from on or about April 2016 through March 16, 2020, in the County of Los Angeles. Plaintiff was employed by the Defendant during the Relevant Time Period in a non-exempt hourly position. Plaintiff and each of the Aggrieved Employees are identifiable, current and/or formerly-similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Relevant Time Period, and were not subject to a collective bargaining agreement at any point during the relevant statutory period.

B. The Defendant

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a California corporation doing business in the State of California, including in the county of Los Angeles, and is and/or was the employer of the Plaintiff and Aggrieved Employees, during the Relevant Time Period. During the liability period, Defendant employed Plaintiff and similarly-situated persons, and failed to pay Plaintiff and Aggrieved Employees for all hours worked, including minimum wage and overtime premiums for overtime hours worked; failed to provide meal periods or pay a meal period penalty in lieu thereof; failed to provide rest periods or pay a rest period penalty in lieu thereof; failed to reimburse for necessary expenditures; failed to pay due and owing wages upon ending of employment for employees within California; and failed to provide accurate itemized wage statements. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California.

11. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges, that said Defendant is legally responsible for the payment of overtime compensation, rest and meal period compensation and/or Labor Code section 203 penalties to Plaintiff and Aggrieved Employees by virtue of their unlawful practices,

1 and therefore sue these Defendant by such fictitious names. Plaintiff will amend this complaint
2 to allege the true names and capacities of the DOE Defendant when ascertained.

3 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
6 legally attributable to the other Defendant.

7 13. Plaintiff is informed and believes, and based thereon alleges, that each defendant
8 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
9 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
10 below was acting, at least in part, within the course and scope of that authority as such agent,
11 proxy, servant, partner, joint venture, single enterprise, joint employer employee, alter-ego,
12 managing agent, and/or principal with the permission and consent of the co-Defendant. Plaintiff
13 also alleges the acts of each Defendant are legally attributable to the other Defendant.

14 14. Plaintiff is informed and believes, and based thereon alleges, that each of the
15 Defendant sued herein was, at all relevant times hereto, the employer, owner, shareholder,
16 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
17 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
18 within the course and scope of such employment and agency, with the express and implied
19 permission, consent and knowledge, approval and/or ratification of the other Defendant. The
20 above co-Defendant, managing agents, and supervisors aided, abetted, condoned, permitted,
21 approved, authorized and/or ratified the unlawful acts described herein.

22 **ADMINISTRATIVE PREREQUISITES**

23 15. By this complaint, Plaintiff brings this case as a representative action seeking
24 penalties for the State of California in a representative capacity, as provided by the Private
25 Attorney General Act, Labor Code section 2698 et seq. ("PAGA"), as an aggrieved employee was
26 employed by Defendant and did not receive all wages due, was not paid minimum wage, was not
27 paid overtime, was not provided accurate wage statements, was not reimbursed for necessary
28 expenditures, and was not able to take lawful meal and rest breaks or receive premium

1 compensation in lieu thereof.

2 16. Prior to filing this Complaint, on August 25, 2020, Plaintiff gave written notice by
3 certified mail to the Labor and Workforce Development Agency ("LWDA") (LWDA Case No.
4 LWDA-CM-803844-20) and to Defendant of the specified provisions alleged to have been
5 violated, including the facts and theories to support the alleged violation as required by Labor
6 Code section 2699.3. A true and correct copy of Plaintiff's original letter sent to the LWDA on
7 August 25, 2020, is attached hereto as "Exhibit A."

8 17. More than sixty-five (65) days have passed since Plaintiff submitted its notice to
9 the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA has not
10 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further
11 has received no notice of Defendant's intent to cure any of the alleged violations. Therefore,
12 Plaintiff has satisfied the administrative prerequisites for filing this action.

13 **GENERAL ALLEGATIONS**

14 18. Defendant S.A.S employed Plaintiff from on or about April 2016 through March
15 16, 2020, as a Baggage Handler, Wheelchair Assistant, Security and as a Provision Assistant.

16 19. On August 25, 2020, Plaintiff gave written notice by certified mail to the Labor
17 and Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM-803844-20) and
18 to Defendant of the specified provisions alleged to have been violated, including the facts and
19 theories to support the alleged violation as required by Labor Code section 2699.3.

20 20. Plaintiff hereby files this complaint and seeks penalties pursuant to Labor Code
21 section 2608 et seq., the Private Attorneys General Act of 2004 in connection with Defendant's
22 Labor Code violations.

23 21. California Labor Code section 1194 provides that notwithstanding any agreement
24 to work for a lesser wage, an employee receiving less than the legal overtime compensation or
25 minimum wage compensation is entitled to recover in a civil action the unpaid balance of their
26 overtime compensation and/or minimum wage compensation, including interest thereon,
27 reasonable attorneys' fees, and costs of suit.

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1 22. Further, *Business and Professions Code* section 17203 provides that any person
2 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
3 *Business and Professions Code* section 17204 provides that any person who has suffered actual
4 injury and has lost money or property as a result of the unfair competition may bring an action in
5 a court of competent jurisdiction.

6 23. During all, or a portion of the Relevant Period, Plaintiff and Aggrieved Employees
7 were employed by Defendant in the State of California.

8 24. Plaintiff and each of the Aggrieved Employees were non-exempt employees
9 covered under Labor Code section 510, and/or other applicable wage orders, regulations, and
10 statutes, and each of the Aggrieved Employees were not subject to an exemption for executive,
11 administrative and professional employees, which imposed obligations on the part of Defendant
12 to pay Plaintiff and Aggrieved Employees lawful overtime compensation. Plaintiff and Aggrieved
13 Employees were covered by Labor Code section 226.7 and other applicable wage orders,
14 regulations, and statutes which imposed an obligation on the part of Defendant to pay Plaintiff
15 and Aggrieved Employees rest and meal period compensation.

16 25. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
17 Aggrieved Employees for all hours worked.

18 26. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
19 Aggrieved Employees Members minimum wages for all regular hours worked.

20 27. During the Relevant Time Period, Defendant was obligated to pay Plaintiff and
21 Aggrieved Employees overtime compensation of one-and-a-half time for all hours worked over
22 eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for
23 hours worked in excess of twelve (12) in one day.

24 28. During the Relevant Time Period, Defendant was obligated to provide Plaintiff
25 and Aggrieved Employees with a work free meal and/or on-duty meal periods, as well as rest
26 period(s).

27 29. Plaintiff and each Aggrieved Employee primarily performed non-exempt work in
28 excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders,

1 regulations or statutes, and therefore entitled the Plaintiff and Aggrieved Employees to overtime
2 compensation at time-and-a-half rate, and when applicable, double-time rates as set forth by the
3 applicable Wage Orders, regulations and/or statutes.

4 30. Aggrieved Employees ended their employment during the Relevant Time Period,
5 but were not paid the above due compensation for all hours worked, including minimum wage
6 for regular hours and overtime compensation, timely upon the termination of their employment
7 as required by Labor Code sections 201, 202, and 203, are entitled to penalties as provided by
8 Labor Code section 203.

9 31. During the Relevant Time Period, Defendant required Plaintiff and Aggrieved
10 Employees to work off the clock and work beyond the eighth hour of their shift without lawful
11 compensation in violation of the various applicable Wage Orders, regulations and statutes, and
12 Defendant: (1) Willfully failed and refused, and continues to fail and refuse, to pay compensation
13 for all hours worked, including minimum wage and lawful overtime compensation to Plaintiff
14 and Aggrieved Employees; and (2) willfully failed and refused, and continues to fail and refuse,
15 to pay due and owing wages promptly upon termination of employment to Plaintiff and Aggrieved
16 Employees.

17 32. Specifically, Plaintiff was required to stay on duty until the last flight had arrived
18 at the airport. Plaintiff regularly worked Sunday through Thursday from 8:45 a.m. to 6:00 p.m.
19 Thus, Plaintiff regularly worked approximately thirty (30) minutes of overtime each day, for a
20 total of two and a half (2½) hours of overtime each week. Plaintiff was not compensated for all
21 of the overtime hours he worked. Furthermore, Plaintiff would be required to arrive to work and
22 begin his duties while not clocked in before his shift started. Plaintiff was not compensated for
23 this time.

24 33. During the Relevant Time Period, Defendant failed and/or refused to schedule
25 Plaintiff and Aggrieved Employees in an overlapping manner so as to reasonably provide meal
26 and/or rest breaks and/or shift relief for Plaintiff and Aggrieved Employees, thereby causing
27 Plaintiff and Aggrieved Employees to work without being given paid ten (10) minute rest periods
28 for every four (4) hours or major fraction thereof worked and without being given a thirty (30)

1 minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal periods
2 for shifts of at least ten (10) hours during which Plaintiff and Aggrieved Employees were relieved
3 of all duties and free to leave the premises.

4 34. Defendant failed and/or refused to schedule Plaintiff and Aggrieved Employees in
5 an overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the
6 required statutory time frame as required by law. Plaintiff regularly was forced to take his meal
7 breaks late. Furthermore, Defendant failed and/or refused to pay any Plaintiff and Aggrieved
8 Employees one (1) hour's pay at the employees' regular rate of pay as premium compensation for
9 failure to provide rest and/or meal periods or to providing such rest and/or meal periods within
10 the statutory time frame as a result of their scheduling policy.

11 35. Aggrieved Employees who ended their employment during the Relevant Time
12 Period, but were not paid the above due overtime compensation or premium compensation timely
13 upon the termination of their employment as required by Labor Code sections 201, 202, 203, are
14 entitled to penalties as provided by California Labor Code section 203.

15 36. During the Relevant Time Period, Defendant failed and/or refused to indemnify
16 Plaintiff and Similarly Aggrieved Employees for necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of their duties, or their obedience to the
18 directions of the employer. Specifically, Defendant did not reimburse Plaintiff and similarly
19 Aggrieved Employees for the use of their personal cell phones for job related purposes, and
20 Defendant failed to reimburse for the maintenance of Plaintiff and Aggrieved Employees'
21 uniforms.

22 **FIRST CAUSE OF ACTION**

23 **Violation of PAGA for Failure to Pay All Wages including Overtime**

24 **(Plaintiff against Defendant and Does 1-50)**

25 37. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
26 preceding paragraphs of this Complaint as if fully set forth herein.

27 38. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
28 and forty (40) hours per week. Defendant failed to pay Plaintiff and Aggrieved Employees

1 minimum wage for all hours worked and overtime premium for hours worked in excess of over
2 eight (8) hours per day and forty (40) hours per week for work performed for the Defendant.
3 Defendant failed to pay Plaintiff and Aggrieved Employees overtime premium for hours worked
4 in excess of eight (8) hours per day and forty (40) hours per week for work performed for
5 Defendant. Defendant failed to schedule Plaintiff and Aggrieved Employees in such a manner
6 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
7 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
8 forty (40) hours per week. As such, Plaintiff and Aggrieved Employees seek overtime in an
9 amount according to proof. Pursuant to Labor Code section 1194, the Aggrieved Employees seek
10 the payment of all overtime compensation which they earned and accrued four (4) years prior to
11 filing this complaint, according to proof, as part of the civil penalty pursuant to Labor Code
12 section 558, subdivision (a).

13 39. Plaintiff worked approximately thirty (30) minutes of overtime each day, for a
14 total of approximately 2 and a half (2½) hours of overtime per week. Plaintiff was not paid for all
15 of these overtime hours. In addition, Plaintiff and Aggrieved Employees would be required to
16 work through their meal and rest periods, however, they were not compensated for this time.

17 40. Defendant willfully violated the Labor Code by failing to pay Plaintiff and
18 Aggrieved Employees all wages including both minimum wage and overtime. Plaintiff and
19 Aggrieved Employees were denied proper wages as a result of Defendant's policy of having
20 Plaintiff and Aggrieved Employees work through meal and/or rest periods and failing to
21 compensate Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay
22 pursuant to Labor Code section 510. Defendant has regularly violated the Labor Code with respect
23 to meeting the requirements of paying wages earned, including minimum wage, overtime, double-
24 time and remuneration when calculating the employees' regular rate of pay, as herein before
25 alleged. Defendant intentionally excluded remuneration that must be included in all employees'
26 regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of
27 the Labor Code and the order issued by the IWC. Thereby, Defendant is able to reduce its
28 overhead and operating expenses and gain an unfair advantage over competing airlines who

1 comply with state law.

2 41. Since the LWDA has not indicated that it will be investigating and it has been
3 more than 65 days since Plaintiff mailed his letter, and because Defendant took no corrective
4 action to remedy the allegations set forth above, Plaintiff, as a representative of the people of the
5 State of California, will seek any and all penalties otherwise capable of being collected by the
6 Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement
7 (“DLSE”). This includes each of the following, as set forth in Labor Code section 2699.5, which
8 provides that section 2699.3, subdivision (a) applies to any alleged violation of the following
9 provisions: 510 and 1194.

10 42. Plaintiff is informed and believes that Defendant has violated, and continues to
11 violate, provisions of the California Labor Code and applicable Wage Orders related to the
12 payment of minimum wages and overtime.

13 43. Plaintiff, as a personal representative of the general public, will and does seek to
14 recover any and all penalties for each and every violation shown to exist or to have occurred
15 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
16 otherwise only available to public agency enforcement actions. Funds recovered will be
17 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
18 reimbursed to the LWDA.

19 44. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees
20 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
21 interest.

22 **SECOND CAUSE OF ACTION**

23 **Violation of PAGA for Failure to Provide Meal Periods or Compensation in Lieu Thereof,**

24 **Cal. Labor Code §§ 226.7 And 512**

25 **(Plaintiff against Defendant and Does 1-50)**

26 45. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
27 preceding paragraphs of this Complaint as if fully set forth herein.

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1 46. Labor Code sections 226.7 and 512 provide that no employer shall employ any
2 person for a work period of more than five (5) hours without providing a meal period of not less
3 than thirty (30) minutes or employ any person for a work period of more than ten (10) hours
4 without a second meal period of not less than thirty (30) minutes.

5 47. Labor Code section 226.7 provides that if an employer fails to provide an
6 employee a meal period in accordance with this section, the employer shall pay the employee one
7 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
8 period is not provided in accordance with this section.

9 48. Industrial Welfare Commission (IWC) Wage Order No. 9-2001 (Wage Order 9)
10 section 11(C) states,

11 “Unless the employee is relieved of all duty during a 30-minute meal period, the meal
12 period shall be considered an “on duty” meal period and counted as time worked. An “on
13 duty” meal period shall be permitted only when the nature of the work prevents an
14 employee from being relieved of all duty and when by written agreement between the
15 parties an on-the-job paid meal period is agreed to. The written agreement shall state that
16 the employee may, in writing, revoke the agreement at any time.”

17 49. The burden to prove that a meal or rest period violation has occurred normally
18 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
19 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
20 presumption of meal and rest period violations is created, shifting the burden to the employer to
21 prove that meal and rest period violations did not occur.

22 50. Defendant failed to schedule non-exempt employees in an adequately overlapping
23 manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take and/or receive
24 such meal periods within the statutory timeframe. Defendant denied Plaintiff and Aggrieved
25 Employees duty free meal periods, as a result, Plaintiff and Aggrieved Employees were often
26 forced to forego meal periods and/or work during their meal periods. In so doing, Defendant has
27 intentionally and improperly denied meal periods to Plaintiff and Aggrieved Employees in
28 violation of *Labor Code* sections 226.7 and 512 and other regulations and statutes.

1 51. Defendant failed to keep accurate records of the meal periods taken by Plaintiff
2 and Aggrieved Employees.

3 52. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked more
4 than five (5) hours in a workday.

5 53. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times have
6 worked more than ten (10) hours in a workday.

7 54. At all times relevant hereto, Defendant, failed to schedule non-exempt positions
8 in a manner so as to reasonably provide meal and/or work free meal period as required by Labor
9 Code sections 226.7 and 512.

10 55. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
11 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
12 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has caused
13 Plaintiff and Aggrieved Employees to suffer, and continue to suffer, damages in amounts which
14 are presently unknown, but which exceed the jurisdictional limits of this Court and which will be
15 ascertained according to proof at trial.

16 56. Further, Defendant's failure to maintain accurate records of the meal periods taken
17 by Plaintiff and Aggrieved Employees creates a presumption of the violations having occurred
18 and shifts the burden to Defendant to prove they did not occur.

19 57. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
20 recovery of meal period compensation pursuant to Labor Code section 226.7 which they are owed
21 beginning four (4) years prior to filing this Complaint as well as the assessment of any statutory
22 penalties against these Defendant, and each of them, in a sum as provided by the Labor Code
23 and/or other statutes.

24 58. Since the LWDA has not indicated that it will be investigating and 65 days have
25 passed since Plaintiff mailed his letter, and because Defendant took no corrective action to
26 remedy the allegations set forth above, Plaintiff, as a representative of the people of the State of
27 California, will seek any and all penalties otherwise capable of being collected by the Labor
28 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE").

1 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
2 that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions:
3 510 and 1194.

4 59. Plaintiff is informed and believes that Defendant has violated and continues to
5 violate provisions of the California Labor Code and applicable Wage orders related to the
6 payment of minimum wages including overtime.

7 60. Plaintiff, as a personal representative of the general public, will and does seek to
8 recover any and all penalties for each and every violation shown to exist or to have occurred
9 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
10 otherwise only available to public agency enforcement actions. Funds recovered will be
11 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
12 reimbursed to the LWDA.

13 61. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
14 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), and prejudgment interest.

15 **THIRD CAUSE OF ACTION**

16 **Violation of PAGA for Failure to Provide Rest Period or Compensation in Lieu Thereof,**

17 **Cal. Labor Code §§ 226.7 And 512**

18 **(Plaintiff against Defendant and Does 1-50)**

19 62. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
20 preceding paragraphs of this Complaint as if fully set forth herein.

21 63. Labor Code section 226.7 provides that employers authorize and permit all
22 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

23 64. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
24 provide an employee rest periods in accordance with this section, the employer shall pay the
25 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
26 that the rest period is not provided.

27 65. Defendant, and each of them, failed and or refused to implement a relief system
28 by which Plaintiff and Aggrieved Employees could receive rest periods and/or work free rest

1 periods. Defendant denied Plaintiff and Aggrieved Employees duty free rest periods by
2 interrupted Plaintiff and Aggrieved Employees' rest periods. By and through their actions,
3 Defendant intentionally and improperly denied duty free rest periods to the Plaintiff and
4 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

5 66. Furthermore, Defendant failed to provide Plaintiff and Aggrieved Employees with
6 duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest periods all
7 together in violation of Labor Code sections 226.7 and 512.

8 67. Defendant failed to keep accurate records of the rest periods taken by Plaintiff and
9 Aggrieved Employees.

10 68. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
11 more than four (4) hours in a workday.

12 69. By virtue of the Defendant' unlawful failure to provide rest periods to Plaintiff
13 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
14 Aggrieved Employees have suffered, and will continue to suffer, damages, in amounts which are
15 presently unknown, but which exceed the jurisdictional limits of this Court and which will be
16 ascertained according to proof at trial.

17 70. Plaintiff, by virtue of Plaintiff's employment with Defendant, Defendant's failure
18 to provide Plaintiff and Aggrieved Employees with rest breaks, and Defendant's policy of
19 requiring employees to work through their rest periods without receiving compensation in lieu
20 thereof, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has
21 satisfied all prerequisites to serve as a representative of the general public to enforce California's
22 labor laws, and the penalty provisions identified in Labor Code section 2699.5.

23 71. Plaintiff, as a representative of the people of the State of California, will seek any
24 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
25 and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5,
26 which provides that section 2699.3, subdivision (a) applies to any alleged violation of the
27 following provisions: 226.7 and 512.

28 / / /

72. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the penalties recovered being reimbursed to the LWDA.

73. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FOURTH CAUSE OF ACTION

Violation of PAGA for Failure to Provide Accurate Wage Statements,

Cal. Labor Code § 1174 And 226 (A), (E)

(Plaintiff against Defendant and Does 1-50)

74. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this Complaint as if fully set forth herein.

75. Labor Code section 226, subsection (a) states in pertinent part that, “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) 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 (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

76. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code section 226, subsection (a) by failing to record the accurate number of hours worked, the accurate

1 rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate
2 net pay, and the accurate gross pay. Such failure caused injury to Plaintiff and Aggrieved
3 Employees.

4 77. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code
5 section 226 subsection (a) and the greater of all actual damages or fifty dollars (\$50.00) for the
6 initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each
7 violation in each subsequent pay period, pursuant to Labor Code section 226 subsection (e).

8 78. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
9 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
10 as a representative of the general public to enforce California's labor laws, and the penalty
11 provisions identified in Labor Code section 2699.5.

12 79. Plaintiff, as a representative of the people of the State of California, will seek any
13 and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE.
14 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
15 that section 2699.3, subdivision (a) applies to any alleged violation of the following provisions:
16 201-203, 226, 226.7, 510, 512, 1174, and 1194.

17 80. Plaintiff, as a personal representative of the general public, will and does seek to
18 recover any and all penalties for each and every violation shown to exist or to have occurred
19 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
20 otherwise only available to public agency enforcement actions. Funds recovered will be
21 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
22 reimbursed to the LWDA.

23 81. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
24 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of PAGA for Failure to Pay Wages of Terminated or Resigned Employees,**

3 **Cal. Labor Code §§ 201-203**

4 **(Plaintiff against Defendant and Does 1-50)**

5 82. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
6 preceding paragraphs of this Complaint as if fully set forth herein.

7 83. Plaintiff and certain members of the Aggrieved Employees who ended their
8 employment with Defendant during the Relevant Time Period were entitled to be promptly paid
9 both minimum wage and lawful overtime compensation and other premiums, as required by Labor
10 Code sections 201, 202, and 203.

11 84. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved
12 Employees wages owed as a result of Defendant's failure to provide meal and/or rest periods as
13 well as pay both minimum and overtime compensation owed for work performed for Defendant.

14 85. Plaintiff, by virtue of his employment with Defendant, is an aggrieved employee
15 with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve
16 as a representative of the general public to enforce California's labor laws, and the penalty
17 provisions identified in Labor Code section 2699.5.

18 86. Plaintiff, as a representative of the people of the State of California, will seek any
19 and all penalties otherwise capable of being collected by the Labor Commission and/or the
20 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
21 provides that section 2699.3, subdivision (a) applies to any alleged violation of the following
22 provisions: 201, 202, 203, 226, 226.7, 510, 512, 1174, and 1194.

23 87. Plaintiff, as a personal representative of the general public, will and does seek to
24 recover any and all penalties for each and every violation shown to exist or to have occurred
25 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
26 otherwise only available to public agency enforcement actions. Funds recovered will be
27 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
28 reimbursed to the LWDA.

1 88. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
2 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

3 **SIXTH CAUSE OF ACTION**

4 **Violation of PAGA for Failure to Reimburse for Necessary Expenditures,**

5 **Cal. Labor Code § 2802**

6 **(Plaintiff against Defendant and Does 1-50)**

7 89. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
8 preceding paragraphs of this Complaint as if fully set forth herein.

9 90. Labor Code section 2802 states, "An employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence
11 of the discharge of his or her duties..."

12 91. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
13 necessary expenditures as a direct consequence of the discharge of their duties.

14 92. Defendant knowingly, willingly and intentionally attempted to offset the cost of
15 doing business on the Plaintiff and Aggrieved Employees.

16 93. Defendant had a practice and policy of requiring Plaintiff and Aggrieved
17 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
18 Plaintiff and Aggrieved Employees for necessary business expenditures, specifically the cost of
19 cell phone and cell phone service provider purchase by Plaintiff and Aggrieved Employees for
20 use in their employment while answering emails from their phones. In addition, Plaintiff and
21 Aggrieved Employees were responsible for the cost of their uniform maintenance without any
22 reimbursement from Defendant.

23 94. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
24 "necessary expenditures or losses" shall include all reasonable costs, including, but not limited
25 to, attorney's fees and interest.

26 95. Plaintiff by virtue of his employment with Defendant and the Defendant's policy
27 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendant's cost of
28 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary

1 expenditures, is an aggrieved employee with standing to bring an action under the PAGA.
2 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce
3 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

4 96. Plaintiff, as a representative of the people of the State of California, will seek any
5 and all penalties otherwise capable of being collected by the Labor Commission and/or the
6 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
7 provides that section 2699.3, subdivision (a) applies to any alleged violation of the following
8 provisions: 201, 202, 203, 226, 226.7, 510, 512, 1174, and 1194.

9 97. Plaintiff, as a personal representative of the general public, will and does seek to
10 recover any and all penalties for each and every violation shown to exist or to have occurred
11 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
12 otherwise only available to public agency enforcement actions. Funds recovered will be
13 distributed in accordance with the PAGA, with at least 75% of the penalties recovered being
14 reimbursed to the LWDA.

15 98. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
16 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

17 **SEVENTH CAUSE OF ACTION**

18 **Violation of Business and Professions Code § 17200 et seq.**

19 **(Plaintiff against Defendant and Does 1-50)**

20 99. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
21 preceding paragraphs of this Complaint as if fully set forth herein.

22 100. California Business and Professions Code section 17200 et. seq. (also referred to
23 herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair
24 competition in the form of any unlawful, unfair or fraudulent business act or practice.

25 101. California Business and Professions Code section 17204 allows "any person who
26 has suffered injury in fact and has lost money or property as a result of such unfair competition"
27 to prosecute a civil action for violation of the Unfair Competition Law ("UCL").

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1 102. Labor Code section 90.5, subdivision (a) states that it is the public policy of
2 California to vigorously enforce minimum labor standards in order to ensure employees are not
3 required to work under substandard and unlawful conditions, and to protect employers who
4 comply with the law from those who attempt to gain competitive advantage at the expense of their
5 workers by failing to comply with minimum labor standards.

6 103. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the
7 filing of this lawsuit, Defendant committed acts of unfair competition as defined by the Unfair
8 Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and
9 acts described in this Complaint including but not limited to violations of Labor Code sections
10 204, 1197, 1198 of the 226.7 and 512 as well as other statutes.

11 104. The violations of these laws and regulations, as well as of the fundamental
12 California public policies protecting workers, serve as unlawful predicate acts and practices for
13 purposes of Business and Professions Code section 17200 et. seq.

14 105. The acts and practices described above constitute unfair, unlawful and fraudulent
15 Business Practices, and unfair competition, within the meaning of Business and Professions Code
16 section 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and other
17 similarly situated employees to labor for many hours without receiving the meal and rest periods
18 and minimum wage and overtime compensation, to which they are entitled by law, while enabling
19 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

20 106. As a direct and proximate result of Defendant's acts, Plaintiff and Aggrieved
21 Employees have suffered injury in fact in being denied their statutorily entitled meal and rest
22 periods and full compensation for hours of labor. As a result of Defendant's unlawful acts of
23 unfair competition, Plaintiff and Aggrieved Employees have lost money and property in the form
24 of a loss of wages, meal and rest period premiums, and money spent on necessary expenditures
25 in an amount to be proven at trial.

26 107. Business and Professions Code section 17203 provides that a court may make such
27 orders or judgments as may be necessary to prevent the use or employment by any person of any
28 practice which constitutes unfair competition

108. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiff and Aggrieved Employees are entitled to restitution pursuant to Business and Professions Code section 17203 for all wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods taken away from them, during the four-year period prior to the filing of this Complaint.

109. Business and Professions Code section 17202 provides, "Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiff and Aggrieved Employees are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

110. Plaintiff's success in this action will enforce important rights affecting public interest, and in that regard, Plaintiff sues on behalf of the general public, as well as himself and other similarly situated employees. Plaintiff and Aggrieved Employees seek and are entitled to restitution, civil penalties, and declaratory relief, and all other equitable remedies owing them.

111. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing him to pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including but not limited to, those civil penalties provided by statute, provided by PAGA and for unpaid wages pursuant to Labor Code section 558;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699(g) and any other statutory basis or pursuant to the California Rules of Court;

/ / /

- 1 3. For reasonable attorneys' fees pursuant to Labor Code section 2699(g) and any other
2 statutory basis, and;
3 4. For all such other and further relief as the Court may deem just and proper.
4

5 Dated: November 2, 2020

MAHONEY LAW GROUP, APC

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9 _____
10 Kevin Mahoney
11 Atoy H. Wilson
12 Attorneys for Plaintiff HECTOR AROCHE
13 and on behalf of all employees similarly situated
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Dated: November 2, 2020



EXHIBIT A



Atoy H. Wilson, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
awilson@mahoney-law.net

August 25, 2020

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/128>

VIA CERTIFIED MAIL # 7019 2280 0002 0214 5009

Return Receipt Requested

SAS Services Group, Inc.

630 N. Sepulveda, Suite #9-A

El Segundo, CA 90245

Re: Hector Aroche v. SAS Services Group, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE §§2699 et seq.**

To: The California Labor and Workforce Development Agency, PAGA Unit, and SAS Services Group, Inc. ("Employer").

From: Hector Aroche ("Mr. Aroche" or "Employee") on behalf of himself and all other aggrieved employees who were subject to the Employer's wage and hour policies as set forth below.

Statement of Representation

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Hector Aroche, 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 sections 2698 *et seq.* ("PAGA"), on behalf of himself and all other aggrieved employees.

Facts and Theories Supporting Alleged Labor Code Violations

Mr. Aroche alleges that SAS Services Group, Inc. ("Employer") violated various sections of the Labor Code, including §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, and 2802, by failing to pay Mr. Aroche and all other aggrieved employees all wages owed to him, including minimum wage and overtime, failing to provide meal and rest periods, failing to provide

accurate wage statements and maintain accurate payroll records, failing to reimburse for all necessary business expenditures, and failing to provide all wages earned at the end of employment. Mr. Aroche 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.

Mr. Aroche worked for Employer, a provider of premium ground support services to airlines and airport service companies, from on or about April 2016 to March 16, 2020. During the liability period, Employer failed to pay Mr. Aroche and other aggrieved employees for all hours worked at the legally mandated wage rates. Throughout Mr. Aroche's employment, Employer failed to compensate Mr. Aroche for all hours worked including, overtime wages. For example, Mr. Aroche and other aggrieved employees were regularly required to work until the last plane arrived at the airport, regardless of whether they were off-the-clock. Plaintiff and other aggrieved employees would typically clock-out after their shift, but would still be required by Defendant to stay and work until the last plane landed. Plaintiff and other aggrieved employees were not paid for this time.

Mr. Aroche and other aggrieved employees were required to pay for necessary business expenditures, for which Employer did not compensate them. Mr. Aroche and other aggrieved employees were required to wear a uniform bearing the company logo. Mr. Aroche had to bear the expense of laundering his uniform and did not receive full reimbursement from Employer. On occasion, Mr. Aroche and other aggrieved employees also had to use their personal cell phones for business matters such as communicating with management, all without full reimbursement. Employer's failure to provide full and complete reimbursement for all necessary business expenditures incurred by Mr. Aroche and other aggrieved employees is in violation of Labor Code section 2802 and actionable under PAGA.

California Labor Code section 512 prohibits employers from requiring employees to work more than five (5) hours in a workday without providing a meal period of not less than 30 minutes and requires a second 30-minute break if the employee works more than ten (10) hours. Mr. Aroche and other aggrieved employees could not take their meal breaks because of the demands of their job and because of Defendant's failure to provide adequate staffing. Aggrieved employees, including Mr. Aroche, would miss their meal breaks because of the workload Employer imposed.

Labor Code section 226.7 prohibits employers from requiring employees to work during meal or rest periods required by state law or orders of the Industrial Welfare Commission.

During the liability period, Employer maintained an ongoing business practice of discouraging and dissuading Mr. Aroche and other aggrieved employees from taking their rest breaks of not less than ten (10) minutes. Employer also failed to pay Mr. Aroche and other aggrieved employees premium pay for its failure to make meal and rest breaks available as required by Labor Code section 226.7. Employer failed to pay Mr. Aroche and other aggrieved employees

premium pay when their meal and rest breaks were late, interrupted or not provided, which resulted in them working during the mandated meal and rest periods.

As a result of Employer's failure to pay all wages owed, Employer further failed to keep accurate payroll records and failed to provide Mr. Aroche and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked and premium wages earned per pay period. This conduct violates Labor Code sections 226 and 1174, and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201-203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees at the time their employment ended.

In addition, Labor Code section 558 provides additional civil penalties for employers who violate any section of the Labor Code or any provision regulating hours and days of work by order of the Industrial Welfare Commission. Mr. Aroche alleges the above enumerated violations also act as a violation of Labor Code section 558. As such, Mr. Aroche intends to seek on behalf of himself and all other aggrieved employees, a civil penalty in the amount of \$50.00 for each initial violation for each underpaid employee for each pay period the employee was underpaid and an amount sufficient to recover the underpaid wages, and \$100.00 for each subsequent violation for each underpaid employee for each pay period the employee was underpaid.

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, Mr. Aroche becomes aware of additional compensation owed or losses incurred by Mr. Aroche or by any other aggrieved employee of the Employer, Mr. Aroche 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 operative complaint which will relate back to the date of this letter.

Mr. Aroche will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Atoy H. Wilson', with a stylized flourish at the end.

Atoy H. Wilson, Esq.
MAHONEY LAW GROUP, APC