

NICHOLAS J. FERRARO (State Bar No. 306528)
FERRARO EMPLOYMENT LAW, INC.
2305 Historic Decatur Road, Suite 100
San Diego, California 92106
Tel: (619) 693-7727 / Fax: (619) 350-6855
nick@ferraroemploymentlaw.com

Attorney for Plaintiff LISA RIGSBEE

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

11/09/2020 at 01:10:00 PM

Clerk of the Superior Court
By Marc David, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

LISA RIGSBEE, as an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

INSPIRE CHARTER SCHOOLS, a California
corporation; PROVENANCE d/b/a INSPIRE
CHARTER SERVICES, a California
corporation, KATHRYN FAGUNDO, an
individual; KIMMI BUZZARD, an individual;
STEVEN LAWRENCE, an individual;
HERBERT NICHOLS, an individual; and
DOES 6 through 50, inclusive,

Defendants.

Case No. 37-2020-00028764-CU-OE-CTL

Assigned to the Hon. Joel R. Wohlfeil, Dept. C-73

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Reimburse Business Expenses
(Labor Code § 2802)
2. Violations of the Unfair Competition Law
(Bus. & Prof. Code § 17200, *et seq.*)
3. Wage Statement Violations
(Labor Code § 226)
4. Civil Penalties Under the Private Attorneys
General Action (Labor Code § 2699, *et seq.*)

Action Filed: August 17, 2020
CMC: April 30, 2021 at 1:30 p.m.
Trial: Not Set

1 Plaintiff LISA RIGSBEE (“Plaintiff”), as an individual and on behalf of a class of all other
2 similarly situated current and former employees, and on behalf of the State of California as an
3 “aggrieved employee” acting as a private attorney general under the Labor Code Private Attorneys
4 General Act of 2004 (“PAGA”) California Labor Code § 2698, *et seq.*) brings this class and
5 representative action against Defendants INSPIRE CHARTER SCHOOLS; PROVENANCE d/b/a
6 INSPIRE CHARTER SERVICES, a California corporation, KATHRYN FAGUNDO, an
7 individual; KIMMI BUZZARD, an individual; STEVEN LAWRENCE, an individual; HERBERT
8 NICHOLS, an individual; and DOES 6 through 50 (hereinafter collectively referred to as
9 “Defendants”), alleging as follows:

10 **INTRODUCTION**

11 1. This is a class and representative action brought under the California Labor Code
12 and Unfair Competition Law.

13 2. This complaint challenges systemic unlawful employment policies and practices that
14 resulted in violations of the Labor Code against individuals who worked for Defendants.

15 3. Defendants run a network of private online charter schools where students are
16 primarily taught virtually by Defendants’ employees in online homeschool settings. Defendants’
17 employees, including charter school teachers, instructors and other personnel, work remotely and
18 have to pay out of their own pocket the cost of internet and telephone charges, home office
19 expenses, such as equipment, materials and utilities, without reimbursement from Defendants, in
20 violation of Labor Code section 2802.

21 4. Defendants further failed to list the correct name and address of the legal entity that
22 is and was the employer of Plaintiff and other putative class members as a matter of policy and
23 practice, in violation of Labor Code section 226(a)(8).

24 5. Defendants are liable for civil penalties based on these Labor Code violations under
25 the PAGA.

26 **JURISDICTION & VENUE**

27 6. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
28 California Constitution.

7. Venue as to each defendant is proper in this judicial district under Code of Civil Procedure sections 395 and 395.5 because Defendants conduct substantial business in this county, and committed some of the alleged violations in this county.

PARTIES

8. Plaintiff LISA RIGSBEE worked in California as a special education teacher for Defendants during the relevant statutory periods. Her employment was terminated around June 2020. Plaintiff, like other members of the putative class, worked remotely, often from home, rather than in a traditional classroom setting.

9. Plaintiff is informed, believes and alleges that Defendant INSPIRE CHARTER SCHOOLS is a California nonprofit corporation that does business throughout California, including San Diego, California.

10. Plaintiff is informed, believes and alleges that Defendant INSPIRE CHARTER SCHOOLS is a joint employer and/or part of an integrated enterprise with the following network of charter schools, among others: LAKE VIEW CHARTER SCHOOL; WINSHIP COMMUNITY SCHOOL; THE COTTONWOOD SCHOOL; CLARKSVILLE CHARTER SCHOOL; YOSEMITE VALLEY CHARTER SCHOOL; MONARCH RIVER ACADEMY; MISSION VISTA ACADEMY; FEATHER RIVER CHARTER SCHOOL; PACIFIC COAST ACADEMY; CABRILLO POINT ACADEMY; HEARTLAND CHARTER SCHOOL; BLUE RIDGE ACADEMY; TRIUMPH ACADEMY; GRANITE MOUNTAIN CHARTER SCHOOL.

11. Plaintiff, under Code of Civil Procedure section 474, being ignorant of the true name of a defendant when the complaint was filed, and having designated defendant in the prior complaint by the fictitious name of DOE 1 and having discovered the true name of the defendant to be PROVENANCE d/b/a INSPIRE CHARTER SERVICES, a California corporation, hereby identifies and names the true identity of this defendant in this amended complaint. On information and belief, Plaintiff alleges PROVENANCE also does business as INSPIRE CHARTER SCHOOLS. PROVENANCE is a joint venture and alter ego of INSPIRE CHARTER SCHOOLS and, on information and belief, has commingled funds, assets and corporate records, shared officers and directors, use of the same office and business locations, employs the same employees and

1 attorneys, are instrumentalities of the same single venture, do not have an arm's length relationship,
2 and use various corporate entities to conceal the nature of operations but to otherwise share labor
3 and services and benefits. PROVENANCE is an entity that is set up as INSPIRE CHARTER
4 SERVICES to carry on the business of INSPIRE CHARTER SCHOOLS after INSPIRE
5 CHARTER SCHOOLS essentially failed. PROVENANCE d/b/a/ INSPRIE CHARTER
6 SERVICES carry on the services provided to charter schools previously furnished by INSPIRE
7 CHARTER SCHOOLS and is owned and operated by the same core group of individuals, some of
8 whom are named as defendants in this present action.

9 12. Plaintiff, under Code of Civil Procedure section 474, being ignorant of the true name
10 of a defendant when the complaint was filed, and having designated defendant in the prior
11 complaint by the fictitious name of DOE 2 and having discovered the true name of the defendant to
12 be KATHRYN FAGUNDO, an individual, hereby identifies and names the true identity of this
13 defendant in this amended complaint. KATHRYN FAGUNDO is an individual who is liable as an
14 employer and/or as an actor on behalf of one of the employer entity defendants named herein under
15 Labor Code sections 558, 558.1, 1197.1 and 2699 et seq.

16 13. Plaintiff, under Code of Civil Procedure section 474, being ignorant of the true name
17 of a defendant when the complaint was filed, and having designated defendant in the prior
18 complaint by the fictitious name of DOE 3 and having discovered the true name of the defendant to
19 be KIMMI BUZZARD, an individual, hereby identifies and names the true identity of this
20 defendant in this amended complaint. KIMMI BUZZARD is an individual who is liable as an
21 employer and/or as an actor on behalf of one of the employer entity defendants named herein under
22 Labor Code sections 558, 558.1, 1197.1 and 2699 et seq.

23 14. Plaintiff, under Code of Civil Procedure section 474, being ignorant of the true name
24 of a defendant when the complaint was filed, and having designated defendant in the prior
25 complaint by the fictitious name of DOE 4 and having discovered the true name of the defendant to
26 be STEVEN LAWRENCE, an individual, hereby identifies and names the true identity of this
27 defendant in this amended complaint. STEVEN LAWRENCE is an individual who is liable as an
28

1 employer and/or as an actor on behalf of one of the employer entity defendants named herein under
2 Labor Code sections 558, 558.1, 1197.1 and 2699 et seq.

3 15. Plaintiff, under Code of Civil Procedure section 474, being ignorant of the true name
4 of a defendant when the complaint was filed, and having designated defendant in the prior
5 complaint by the fictitious name of DOE 5 and having discovered the true name of the defendant to
6 be HERBERT NICHOLS, an individual, hereby identifies and names the true identity of this
7 defendant in this amended complaint. HERBERT NICHOLS is an individual who is liable as an
8 employer and/or as an actor on behalf of one of the employer entity defendants named herein under
9 Labor Code sections 558, 558.1, 1197.1 and 2699 et seq. The true names and capacities, whether
10 individual, corporate, or otherwise, of the parties sued as DOES 6 through 50, are presently
11 unknown to Plaintiff, who sues them by such fictitious names under Code of Civil Procedure
12 section 474. Plaintiff is informed, believes and alleges that each of the fictitious defendants is
13 responsible in some manner for the acts and omissions alleged herein. Plaintiff will seek leave to
14 amend this Complaint to reflect their true names and capacities when they become known.

15 16. Plaintiff is informed, believes and alleges that all defendants in this action and the
16 above-mentioned charter schools are employers and/or joint employers and part of an integrated
17 employer enterprise, as each defendant exercises control over the wages, hours, and working
18 conditions of Plaintiff and the aggrieved employees, suffers and permits them to work, and engages
19 the workforce creating a common law employment relationship.

20 17. Additionally, all defendants have common ownership, common management,
21 interrelationship of operations, and centralized control over labor relations and are therefore part of
22 an integrated enterprise and thus jointly and severally responsible for the legally responsible for the
23 acts and omissions alleged herein.

24 18. Plaintiff is informed, believes and alleges that each defendant and the above-
25 mentioned charter schools acted in all respects pertinent to this action as an alter-ego, agent,
26 servant, joint employer, joint venturer, co-conspirator, partner, in an integrated enterprise, or in
27 some other capacity on behalf of all other co-defendants, such that the acts and omissions of each
28 defendant are legally attributable to all others.

GENERAL ALLEGATIONS

19. At all relevant times, Defendants were required to comply with Labor Code sections 2802 and 226. Defendants are subject to California's Unfair Competition Law.

20. Plaintiff, like other putative class members, was subject to Defendants' uniform employment policies and practices with respect to the reimbursement of expenses and the issuance of wage statements. Plaintiff is an "aggrieved employee" under the PAGA.

21. Specifically, Defendants maintained a uniform reimbursement policy and practice and system-wide payroll administration and wage statement processing, resulting in the same violations on a class-wide basis.

22. Defendants employed Plaintiff and other putative class members remotely. Class members provide educational services and instruction to Defendants' students over the internet.

23. It would be impossible for Plaintiff and the class members to complete their job duties without use of the internet, telephone, and home office equipment, materials, and utilities. Plaintiff and class members necessarily and unavoidably incurred the costs of these expenses each pay period without reimbursement from Defendants as a matter of common policy and practice in direct consequence of their remote work duties.

24. As a result, Defendants have failed to reimburse Plaintiff and the class members for a host of business expenses in violation of Labor Code section 2802. Through this complaint, Plaintiff seeks to recover on behalf of a class of current and former remote employees three categories of expenses: the reasonable percentage of work-related home internet costs; the reasonable percentage of work-related personal telephone and data charges; and a reasonable stipend to reimburse the base cost of home office equipment (i.e., computers, printers, hardware), materials (i.e., paper, ink refills, etc.) and utilities.

25. These unpaid expense reimbursements are recoverable as restitution under California's Unfair Competition Law.

26. Further, Defendant INSPIRE CHARTER SCHOOL is the legal employer of Plaintiff and the class members in this action. Yet, Defendants do not state INSPIRE CHARTER SCHOOL's name and address on the wage statements for Plaintiff and the class, in violation of

1 Labor Code section 226(a)(8). Instead, Defendants list the name and address of charter schools that
2 are not the legal employer (i.e., Heartland Charter School), and/or list the division of INSPIRE
3 CHARTER SCHOOLS within which Plaintiff and members of the class respectively work (i.e.,
4 Inspire Charter School – South).

5 27. As a result, Plaintiff and class members have suffered injury as a result of
6 Defendants’ knowing and intentional failure to list the accurate employer name, in violation of
7 Labor Code sections 226(a)(8) and (e).

8 28. Plaintiff is informed, believes and alleges that Defendants have engaged in willful
9 violations of the Labor Code and IWC Wage Orders by creating and maintain policies, practices
10 and customs that knowingly deny Plaintiff and class members their legal rights and benefits.

11 **CLASS ACTION ALLEGATIONS**

12 29. ***Class Definitions.*** The named individual Plaintiff seeks class certification under
13 California Code of Civil Procedure section 382. Plaintiff proposes the following classes:

14 a. All current and former employees of Defendants who worked remotely for
15 Defendants in the State of California at any time from August 17, 2016 through the
16 present (the “Remote Work Class” or “Remote Work Class Members”).

17 b. All current and former employees of Defendants who worked for Defendants in the
18 State of California and who received a wage statement that did not list “Inspire
19 Charter Schools” as the legal name of the employer at any time from August 17,
20 2019 through the present (the “Wage Statement Class” or “Wage Statement Class
21 Members”).

22 30. Reference to the “class” or “class members” refers jointly to members of the Remote
23 Work Class and the Wage Statement Class.

24 31. Plaintiff reserves the right to move the Court to amend or modify the class
25 definitions and to establish additional classes and subclasses as appropriate.

26 32. ***Numerosity.*** The members of the Remote Work Class and Wage Statement Class
27 are so numerous that joinder of all individuals is impracticable. The identity of these class
28 members is readily ascertainable by review of Defendants’ employment and payroll records.

1 Plaintiff is informed, believes and alleges there are more than 100 individuals in the Remote Work
2 Class and in the Wage Statement Class.

3 33. ***Adequacy of Representation.*** Plaintiff is an adequate class representative, who will
4 take all necessary steps to adequately and fairly represent and protect the interest of the classes.
5 Plaintiff is represented by attorneys who have substantial experience prosecuting and resolving
6 wage-and-hour class actions in the past and currently have numerous wage-and-hour class actions
7 pending in California state and federal courts.

8 34. ***Manageability.*** This class action is manageable because all of the liability and
9 damages to class members can be ascertained by forensic review of corporate and employer payroll
10 and reimbursement records and wage statements, along with other evidence that Defendants
11 maintained and is required by law to maintain.

12 35. ***Superiority.*** A class action is superior to other means for adjudication of the claims
13 of the classes and is beneficial and efficient for the parties and the Court. Class treatment will
14 allow for the common issues to be resolved in a single forum, simultaneously and without
15 duplication of effort and expense.

16 36. ***Commonality.*** Common questions of law and fact and a community of interest
17 exists amongst Plaintiff and the Class. These common issues arise from the employment
18 relationship with Defendants and predominate over any individual issues:

- 19 a. Must Defendants comply with Labor Code section 2802?
- 20 b. Must Defendants comply with Labor Code section 226(a)(8)?
- 21 c. Were Defendants required to reimburse Plaintiff and the Remote Work Class for the
22 reasonable percentage of work-related home internet costs; the reasonable percentage of work-
23 related personal telephone and data charges; and a reasonable stipend to reimburse the base cost of
24 home office equipment (i.e., computers, printers, hardware), materials (i.e., paper, ink refills, etc.)
25 and utilities.
- 26 d. Were Defendants required to list “Inspire Charter Schools” as the legal employer on
27 the wage statements of Plaintiff and the Wage Statement Class?
- 28

1 37. **Typicality.** Plaintiff's claims are typical of the claims of the other members of the
2 Remote Work Class and Wage Statement Class. Plaintiff and class members were subject to the
3 same policies and practices of Defendants, which resulted in losses to Plaintiff and class members.
4 Specifically, Plaintiff incurred expenses that Defendants as a matter of policy and practice did not
5 reimburse under a uniform policy and practice. Additionally, Plaintiff received wage statements
6 that were issued to all other current and former employees.

7 38. Proof of common unlawful business practices, which Plaintiff experienced and is
8 representative of, will establish the right of class members to recover on the causes of action alleged
9 herein.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

12 **Violation of Labor Code §§ 2802**

13 39. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

14 40. Defendants willfully failed in their affirmative obligation to reimburse Plaintiff and
15 Class Members for all necessary expenditures, losses, expenses and costs incurred by them in direct
16 discharge of the duties of their employment, in violation of Labor Code section 2802.

17 41. Here, Plaintiff and the Remote Work Class worked remotely, from home, outside of
18 a traditional classroom setting. Defendants did not reimburse them for the costs attributed with
19 remote work, such that Plaintiff and the Remote Work Class were required to bear the costs of
20 Defendants' operations.

21 42. Plaintiff seeks to recover on behalf of the Remote Work Class three categories of
22 expenses: (1) the reasonable percentage of work-related home internet costs; (2) the reasonable
23 percentage of work-related personal telephone and data charges; and (3) a reasonable stipend to
24 reimburse the base cost of home office equipment (i.e., computers, printers, hardware), materials
25 (i.e., paper, ink refills, etc.) and utilities.

26 43. Defendants' unlawful acts and omissions deprived Plaintiff and Remote Work Class
27 Members of lawful reimbursements for business expenses in amounts to be determined at trial.
28 Plaintiff and the Class are entitled to recover to amount of the unreimbursed expenses of Plaintiff

1 and Remote Work Class Members in addition to interest, attorneys' fees, and costs under Labor
2 Code section 2802.

3 **SECOND CAUSE OF ACTION**

4 **VIOLATIONS OF THE UNFAIR COMPETITION LAW**

5 **Business and Professions Code §§ 17200, *et seq.***

6 44. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

7 45. Defendants willfully failed in their affirmative obligation to timely pay each payday
8 or at other required intervals all minimum, regular, and overtime wages, meal and rest period
9 premium wages, and reimbursements to Plaintiff and Remote Work Class Members. These failures
10 constitute unlawful, deceptive, and unfair business acts and practices in violation of Business and
11 Professions Code section 17200, *et seq.*

12 46. Here, this cause of action is brought as a cumulative remedy and seeks restitution in
13 the amount of the unpaid reimbursements based on Defendants' systemic violation of Labor Code
14 section 2802 on behalf of the Remote Work Class.

15 47. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct, as alleged
16 throughout this Complaint, Plaintiff, as an individual and on behalf of the Remote Class seeks
17 restitution of all monies and property withheld, acquired, or converted by Defendants in violation of
18 the Labor Code and IWC Wage Orders under Business and Professions Code section 17202, 17203,
19 17204 and 17208.

20 48. Defendants' unlawful, knowing and intentional acts and omissions deprived Plaintiff
21 and Remote Class Members of monies and property in amounts to be determined at trial. Plaintiff
22 and the Remote Class are entitled to injunctive relief against Defendants, restitution, and other
23 equitable relief to return all funds over which Plaintiff and the Class have an ownership interest and
24 to prevent future damage under Business and Professions Code section 17200, *et seq.*

25 **THIRD CAUSE OF ACTION**

26 **WAGE STATEMENT VIOLATIONS**

27 **Labor Code § 226**

28 49. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

50. Defendants knowingly and intentionally failed in their affirmative obligation provide accurate itemized wage statements to Plaintiff and Wage Statement Class Members in violation of Labor Code section 226(a)(8).

51. Here, Plaintiff and the Wage Statement Class received wage statements from Defendants that failed to list “Inspire Charter Schools” as the employer name and address on wage statements. Defendants listed the name and address of other entities or non-entities, such as divisions, as the employer name in violation of Labor Code section 226(a)(8).

52. Defendants engaged in this practice as a matter of uniform payroll administration and corporate policy, which caused confusion and injury Plaintiff and the Wage Statement Class.

53. Defendants' unlawful, knowing and intentional acts and omissions deprived Plaintiff and the Wage Statement Class of accurate itemized wage statements and Plaintiff and the Wage Statement Class are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs under Labor Code section 226(e)

FOURTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

Labor Code §§ 2698, *et seq.*

54. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

55. “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” (Labor Code § 2699(a)).

56. Plaintiff seeks to recover civil penalties as an individual aggrieved employee and on behalf of the State of California and all other members of the Remote Work Class and the Wage Statement Class who worked for Defendants within the one-year period prior to the date on which

1 Plaintiff first provided written notice to the Labor and Workforce Development Agency (“LWDA”)
2 and Defendants under Labor Code § 2699.3 and continuing through the present (the “aggrieved
3 employee” and the “PAGA Period”) (i.e., August 12, 2019 through the present).

4 57. Plaintiff is an “aggrieved employee” because Plaintiff was employed by Defendants
5 and suffered one or more of the Labor Code violations committed by Defendant and alleged in this
6 Complaint.

7 58. On August 12, 2020, Plaintiff gave written notice by online filing with the LWDA
8 and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have
9 been violated, including the facts and theories to support the alleged violations. Plaintiff paid the
10 requisite filing fee to the LWDA. A copy of this notice, which is incorporated by reference, is
11 attached hereto as Exhibit A.

12 59. On Sept. 1, 2020, Plaintiff supplemented the LWDA notice to add additional
13 Defendants liable for the Labor Code violations and sent that notice by certified mail to Defendants
14 and via the online portal to the LWDA. A copy of this supplemented notice is attached hereto as
15 Exhibit B.

16 60. Within 33 calendar days of the postmark date of the original and supplemented
17 notices sent by Plaintiff, Defendants did not give written notice by certified mail to Plaintiff
18 providing a description of any actions taken to cure the alleged violations.

19 61. Now that more than 65 days have passed from Plaintiff notifying Defendants of these
20 violations (via the original and supplemented notices), without any notice of cure from them or
21 notice from the LWDA of its intent to investigate the alleged allegations and issue the appropriate
22 citations to Defendants, Plaintiff exhausted all prerequisites and commences this civil action under
23 Labor Code § 2699.

24 62. Defendants committed Labor Code violations against Plaintiff and the other
25 aggrieved employees as alleged in this Complaint. Plaintiff brings this representative action as an
26 individual and on behalf of the State of California and all other aggrieved employees of Defendants
27 to recover civil penalties under Labor Code § 2699(a) and (f) for the Labor Code violations
28 committed against Plaintiff and other aggrieved employees during the PAGA Period, including:

1 a. Failing to furnish complete, accurate itemized wage statements each pay period in
2 violation of Labor Code § 226(a);

3 b. Failing to reimburse business expenses in violation of Labor Code § 2802;

4 63. For these violations, Plaintiff seeks to recover the following civil penalties:

5 a. Civil penalties recoverable under Labor Code § 2699(a);

6 b. Civil penalties under Labor Code § 2699(f)(2), for all provisions of the Labor Code
7 for which a civil penalty is not specifically provided (including those sections
8 identified in Labor Code § 2699.5), in the amount of \$100 for each aggrieved
9 employee per pay period for all initial violations plus \$200 for each aggrieved
10 employee per pay period for all subsequent violations;

11 c. Civil penalties under Labor Code § 226.3 in the amount of \$250 per employee per
12 violation for an initial citation and \$1,000 per employee for each subsequent
13 violation;

14 d. Civil penalties under Labor Code § 558(a)(1), (2) for all violations in the amount of
15 \$50 for each underpaid employee per pay period for all initial violations plus
16 \$100 for each underpaid employee per pay period for all subsequent violations;

17 64. For this cause of action, Plaintiff exclusively seeks to recover civil penalties as a
18 private attorney general under the PAGA and does not seek to recover underpaid wages or other
19 damages in this action.

20 65. Plaintiff further seeks to recover attorneys' fees and costs under Labor Code
21 section 2699(g) and Code of Civil Procedure section 1021.5.

22 **PRAYER FOR RELIEF**

23 Plaintiff, as an individual and on behalf of the Class and as a representative under the
24 PAGA, prays for judgment as follows:

25 a. For certification of this action as a class action;

26 b. For appointment of Plaintiff as the representative of the Remote Work Class;

27 c. For appointment of Plaintiff as the representative of the Wage Statement Class;

28 d. For appointment of counsel for Plaintiff as Class Counsel;

- e. For injunctive relief;
- f. For compensatory damages in amount according to proof;
- g. For all interest accrued;
- h. For disgorgement of all amounts wrongfully obtained;
- i. For recovery of civil penalties and other recoverable amounts under the PAGA;
- j. For recovery of all statutory penalties and liquidated damages;
- k. For this action to be maintained as a representative action under the PAGA and for Plaintiff and counsel to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- l. For reasonable attorneys' fees and costs of suit, including expert fees, including pursuant to California Labor Code sections 226, 2802, 2699, and Code of Civil Procedure section 1021.5;
- m. For such other relief the Court deems just and proper.
- n. Attorneys' fees and costs of suit; and
- o. Such other relief as the Court may deem just and proper.

Dated: November 9, 2020

FERRARO EMPLOYMENT LAW, INC.



NICHOLAS J. FERRARO, ESQ.
Attorney for Plaintiff Lisa Rigsbee

Exhibit A

Original PAGA Letter

FERRARO

EMPLOYMENT LAW

NICHOLAS J. FERRARO
nick@ferraroemploymentlaw.com

August 12, 2020

NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

PAGA NOTICE VIA ONLINE FILING

California Labor and Workforce Development Agency
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

PAGA FILING FEE VIA U.S. MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, Tenth Floor
San Francisco, California 94102

PAGA NOTICE VIA EMAIL AND CERTIFIED U.S. MAIL (RETURN RECEIPT)

INSPIRE CHARTER SCHOOLS
c/o Legal Department
1740 E. Huntington Drive #205
Duarte, CA 91010

FEATHER RIVER CHARTER SCHOOL
c/o Legal Department
4305 S. Meridian Road
Meridian, CA 95957

LAKE VIEW CHARTER SCHOOL
WINSHIP COMMUNITY SCHOOL
THE COTTONWOOD SCHOOL
CLARKSVILLE CHARTER SCHOOL
YOSEMITE VALLEY CHARTER SCHOOL
MONARCH RIVER ACADEMY
MISSION VISTA ACADEMY
FEATHER RIVER CHARTER SCHOOL
PACIFIC COAST ACADEMY
CABRILLO POINT ACADEMY
HEARTLAND CHARTER SCHOOL
BLUE RIDGE ACADEMY
TRIUMPH ACADEMY
GRANITE MOUNTAIN CHARTER SCHOOL
c/o Legal Department
1740 E. Huntington Drive #205
Duarte, CA 91010

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as Claimant LISA RIGSBEE's ("Claimant") written notice under Labor Code section 2699.3 of prior and ongoing violations of the California Labor Code and Industrial Welfare Commission ("IWC") Wage Orders committed by the following network of online schools that

2305 HISTORIC DECATUR ROAD, SUITE 100 | SAN DIEGO, CALIFORNIA 92106 | TEL: 619-693-7727

www.ferraroemploymentlaw.com

comprise Inspire Charter Schools, which are collectively defined herein in the singular as “Defendant”: INSPIRE CHARTER SCHOOLS; LAKE VIEW CHARTER SCHOOL; WINSHIP COMMUNITY SCHOOL; THE COTTONWOOD SCHOOL; CLARKSVILLE CHARTER SCHOOL; YOSEMITE VALLEY CHARTER SCHOOL; MONARCH RIVER ACADEMY; MISSION VISTA ACADEMY; PACIFIC COAST ACADEMY; CABRILLO POINT ACADEMY; HEARTLAND CHARTER SCHOOL; BLUE RIDGE ACADEMY; TRIUMPH ACADEMY; GRANITE MOUNTAIN CHARTER SCHOOL ; FEATHER RIVER CHARTER SCHOOL, along with all integrated enterprises, joint employers, affiliates, subsidiaries, and agents as further investigation may reveal and as may be added in a supplemental notice (hereinafter collectively referred to as “Defendant”). These defendants are organized in divisions known as “Inspire Charter Schools – North” and “Inspire Charter Schools – South.” The mailing addresses included in this notice are those listed by defendants with the California Secretary of State as of the date of mailing.

If the Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations and violations set forth in this notice within the statutorily-prescribed time period under Labor Code section 2699.3, Claimant intends to seek and recover civil penalties on behalf of Claimant, the State of California, and all other aggrieved employees of Defendant under Labor Code section 2698, *et seq.* for all Labor Code violations committed by Defendant. *See e.g., Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745. Defendant is not subject to any pre-filing presentation requirements, however, as a matter of courtesy and diligence Claimant includes all relevant information in full compliance with any pre-filing requirements as Exhibit A.

FACTUAL STATEMENT

Defendant owns and operates charter schools throughout the State of California and has an enrollment of more than 36,000 students (K-12) across more than a dozen charter schools, including those listed as a Defendant in this notice. Defendant, across its network of virtual charter schools, educates students who are homeschooled or instructed remotely rather than in a traditional classroom setting. Defendant Inspire Charter Schools is a joint employer, integrated enterprise, alter ego, joint venturer, and working in concert with each of the other defendant charter schools listed in this notice such that it is the employer of Claimant and all other aggrieved employees within the meaning of the California Labor Code, IWC Wage Orders, and the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Claimant was employed by Defendant as a special education teacher through June 2020. She worked remotely, from home. During her employment with Defendant, Claimant incurred work-related expenses that were not reimbursed and received incorrect wage statements. Claimant files this case to recover civil penalties and to improve the working conditions on a going forward basis for Defendant’s workforce.

The “aggrieved employees” in this action include all exempt and non-exempt individuals who were employed by Defendant (as defined above) in the State of California and/or subject to the California Labor Code during the one year period preceding the date of this notice and continuing through the present date who incurred business expenses without full reimbursement and/or who received a wage statement from Defendant (as defined above). To illustrate some of the job titles included in the composition of the aggrieved employee workforce, Defendant employed teachers, IT administrators, educational coordinators, substitutes, psychologists, enrichment coordinators, educators, instructors, special education specialists, liaisons, among many other positions and roles.

Claimant seeks all recoverable civil penalties for Defendant's violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses and violations are uncovered which relate back to the core nucleus of allegations set forth herein.

Violation of Labor Code § 2802 – Failure to Reimburse Necessary Expenses

Defendant failed in its affirmative legal obligation to reimburse Claimant and other aggrieved employees for all necessary work-related costs and expenses as a matter of policy and practice in violation of Labor Code section 2802, which states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendant operates online charter schools and Claimant and the aggrieved employees worked for Defendant remotely and/or from home. In direct consequence of their remote work job duties, Claimant and the aggrieved employees unavoidably and necessarily incurred losses, expenditures, costs and expenses that Defendant did not reimburse as a matter of policy and practice. At all relevant times, Defendant was required to comply with the reimbursement mandate of Labor Code section 2802.

These unreimbursed employment-related expenses for Claimant and the aggrieved employees include the work-related portion of their telephone bills to communicate with coworkers, parents, administrators and pupils; the work-related portion of their home internet bills; equipment, devices, furniture and materials necessary to work remotely, including paper, printer ink, computers, and electronic devices (for those who did not receive employer-provided devices, such as printers and computers, from Defendant); home office-related costs such as insurance, utilities, rent; along with other unreimbursed employee expenses associated with remote work.

Defendant maintained a system-wide policy set forth in its Inspire Charter Schools Employee Handbook, which states that "ICS will reimburse employees for certain reasonably necessary business expenses incurred in the furtherance of ICS business." (underline added). However, under Labor Code section 2802, Defendant was required to reimburse Claimant and aggrieved employees "for all necessary expenditures or losses," rather than only certain ones. Moreover, even though Defendant's business model and education services are provided to students remotely, Defendant failed to maintain any home-based or remote-based expense reimbursement policy applicable to Claimant and other aggrieved employees that would ensure compliance with Labor Code section 2802. Instead, Defendant shifted the cost of business, education and service onto the teachers, instructors, educational assistants, staff members and other employees. Defendant's "EMPLOYEE EXPENSE REIMBURSEMENT" policy in the Inspire Charter Schools Employee Handbook requires pre-approval of all expenses and two levels of post-approval before an expense is reimbursed. However, Claimant is informed, believes, and alleges that Defendant maintained no meaningful expense reimbursement policy or practice with respect to the losses, expenditures, costs and expenses described in this notice.

It is a matter of undisputed law that California employers must reimburse a reasonable percentage of reoccurring costs that are necessarily incurred by an employee at work. *See generally Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal. App. 4th 1137, 1140. Furthermore, Defendant was fully aware of the nature of its education model and the necessary costs being incurred by Claimant and the aggrieved employees, who are remote-based and who necessarily incur business expenses to do their job. To the extent Defendant argues that the expenses were reimbursable only upon request and preapproval, Labor Code section 2802's mandate is absolute: the element of constructive knowledge "does not appear in the statute" and written policies or handbooks do not "affect the significance of a failure to comply with that statutory duty ... the rights afforded by section[] 2802 may not be subject to negotiation or waiver." *Espinoza v. West Coast Tomato Growers, LLC* (S.D. Cal. 2016) Case No. 14-CF-2984 at n.2; *Park v. Joong-Ang Daily News Cal., Inc.* (2nd App. Dist., Div. 7, 2017) No. B268678 n.7 (unpublished, citing published authority). Labor Code section 2804 further affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State." In other words, if—as here—employees incur "necessary expenses" or "losses" for the benefit of their employer, then the employees are unconditionally entitled to receive reimbursement for those expenses.

Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recover by Claimant, the aggrieved employees and the State of California in a civil action for all civil penalties recoverable for violations of Labor Code section 2802, including those set forth in Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with the recovery of attorney's fees and costs of suit.

Violation of Labor Code § 226(a) – Failure to Issue Accurate Itemized Wage Statements

Defendant failed in its affirmative legal obligation to provide Claimant and other aggrieved employees with accurate itemized wage statements as a matter of policy and practice in violation of Labor Code section 226(a)(8), which states, in relevant part:

- (a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing ...
- (8) the name and address of the legal entity that is the employer[.]

At all relevant times, Defendant was required to comply with the wage statement identification mandate of Labor Code section 226(a)(8).¹

Defendant failed to list the correct name of the legal entity that was the employer for Claimant and the other aggrieved employees who received wage statements. Specifically, Defendant operates more than a dozen different charter schools which are each incorporated in California as nonprofit public benefit corporations. Yet, for certain periods of Claimant's employment, Defendant listed "Heartland

¹ "Consistent with the PAGA statutory framework and the plain language of section 226(e), [the California Court of Appeals] hold[s] a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the "injury" and "knowing and intentional" requirements of section 226(e)(1)" *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88.

Charter School” on Claimant’s wage statements. For other periods of Claimant’s employment, Defendant listed “Inspire Charter School – South,” an operational division of Inspire Charter Schools and a non-existent entity, on Claimant’s wage statements. These employer names are incorrect and do not comply with Labor Code section 226(a)(8), a violation that Defendant committed with respect to Claimant and other aggrieved employees by listing the incorrect employer name on their wage statements, including listing non-existent entities, or the incorrect charter school. Claimant is informed, believes, and alleges that Defendant misstated the name and address of the legal entity that is/was the employer of Claimant and of other aggrieved employees on wage statements during the relevant period, and that such mistake was part of a larger problem of organizational disfunction and transparency issues within Inspire Charter Schools.

As further investigation and/or Defendant will affirm, to the extent “Inspire Charter Schools” or any of the above-mentioned charter schools defined as “Defendant” in this notice is not the legal entity that employed Claimant or any of the other aggrieved employees, Defendant has violated Labor Code section 226(a)(8) as a matter of common pattern, practice and uniform administration. This creates an entitlement to recover by Claimant, the aggrieved employees and the State of California in a civil action for all civil penalties recoverable for violations of Labor Code section 226(a), including those set forth in Labor Code section 2699 (\$100/\$200) per violation per pay period per employee and Labor Code section 226.3 (\$250/\$1,000) per violation per pay period per employee, along with the recovery of attorney’s fees and costs of suit.

Attorneys’ Fees and Costs

Claimant was compelled to retain the services of counsel to file this notice and the subsequent civil action to protect her interests, the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendant. Claimant has thereby incurred attorneys’ fees and costs, which she is entitled to receive on all causes of action under Labor Code section 2699(g).

CONCLUSION

Claimant requests the LWDA initiate enforcement for the violations described in this letter. If the LWDA does not pursue enforcement, Claimant will pursue representative claims on behalf of the State of California and the aggrieved employees and will seek all remedies available for violations of the Labor Code and the IWC Wage Orders, including attorneys’ fees, costs, interest, and all available penalties set forth in Labor Code section 2699 and all other applicable sections of the Labor Code.

Thank you for your attention to this matter.

Sincerely,



Nicholas J. Ferraro, Esq.

Enclosure: Exhibit A – Claim Form

Cc Dr. Nick Nichols
Executive Director/CEO
INSPIRE CHARTER SCHOOLS
nick@inspireschools.org
(818) 207-3837

Dr. Ed Robillard
President
INSPIRE CHARTER SCHOOLS
ed@inspireschools.org

Kathryn Fagundo
Chief Data Officer/Human Resources
INSPIRE CHARTER SCHOOLS
kathrynf@inspireschools.org
(714) 694-3899

Bcc Lisa Rigsbee

CLAIM FORM

CLAIMANT INFORMATION

LAST NAME Rigsbee	FIRST NAME Lisa	MIDDLE INITIAL	
INMATE OR PATIENT IDENTIFICATION NUMBER (if applicable) N/A	BUSINESS NAME(if applicable) N/A		
TELEPHONE NUMBER 714-369-5669	EMAIL ADDRESS lisarigsbee2@gmail.com		
MAILING ADDRESS Contact through counsel	CITY -	STATE -	ZIP -
IS THE CLAIMANT UNDER 18 YEARS OF AGE? ☒ Yes ☐ No	INSURED NAME(Insurance Company Subrogation) N/A		
IS THIS AN AMENDMENT TO A PREVIOUSLY EXISTING CLAIM? ☐ Yes ☒ No	EXISTING CLAIM NUMBER (if applicable) N/A	EXISTING CLAIMANT NAME(if applicable) N/A	

ATTORNEY OR REPRESENTATIVE INFORMATION

LAST NAME Ferraro	FIRST NAME Nicholas	MIDDLE INITIAL J	
TELEPHONE NUMBER 619-693-7727	EMAIL ADDRESS nick@ferraroemploymentlaw.com		
MAILING ADDRESS 2305 Historic Decatur Road, Suite 100	CITY San Diego	STATE CA	ZIP 92106

CLAIM INFORMATION

STATE AGENCIES OR EMPLOYEES AGAINST WHOM THE CLAIM IS FILED Inspire Charter Schools; See List of Charter Schools in attached LWDA Notice	DATE OF INCIDENT Aug. 12, 2016 to present
LATE CLAIM EXPLANATION (Required, if incident was more than six months ago)	

Statutory claims based on date of filing of class/PAGA action

DOLLAR AMOUNT OF CLAIM Over \$25,000	CIVIL CASE TYPE(Required, if amount is more than \$10,000) ☐ Limited (\$25,000 or less) ☒ Non-Limited (over \$25,000)
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DOLLAR AMOUNT EXPLANATION

The amount is based on the number of employees in the class and PAGA periods multiplied by the amount of reimbursements and civil/statutory penalties, fees and costs owed; see LWDA Notice

INCIDENT LOCATION

California

SPECIFIC DAMAGE OR INJURY DESCRIPTION

Civil/statutory penalties under Labor Code; Reimbursements under Labor Code; Fees/costs

CIRCUMSTANCES THAT LED TO DAMAGE OR INJURY

See LWDA Notice

EXPLAIN WHY YOU BELIEVE THE STATE IS RESPONSIBLE FOR THE DAMAGE OR INJURY

The charter schools named as the "Defendant" in the attached LWDA notice are the employer of Claimant and the aggrieved employees/putative class

AUTOMOBILE CLAIM INFORMATION

DOES THE CLAIM INVOLVE A STATE VEHICLE? ☐ Yes ☒ No	VEHICLE LICENSE NUMBER(if known)	STATE DRIVER NAME (if known)
HAS A CLAIM BEEN FILED WITH YOUR INSURANCE CARRIER? ☐ Yes ☒ No	INSURANCE CARRIER NAME	INSURANCE CLAIM NUMBER
HAVE YOU RECEIVED AN INSURANCE PAYMENT FOR THIS DAMAGE OR INJURY? ☐ Yes ☒ No	AMOUNT RECEIVED (if any)	AMOUNT OF DEDUCTIBLE(if any)

NOTICE AND SIGNATURE

I declare under penalty of perjury under the laws of the State of California that all the information I have provided is true and correct to the best of my information and belief. I further understand that if I have provided information that is false, intentionally incomplete, or misleading I may be charged with a felony punishable by up to four years in state prison and/or a fine of up to \$10,000 (Penal Code section 72).

SIGNATURE 	PRINTED NAME Nicholas J. Ferraro	DATE Aug. 12, 2020
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Exhibit B

Supplemented PAGA Letter

FERRARO

EMPLOYMENT LAW

NICHOLAS J. FERRARO
nick@ferraroemploymentlaw.com

Sept. 1, 2020

SUPPLEMENTED NOTICE OF LABOR CODE VIOLATIONS CALIFORNIA LABOR CODE SECTIONS 2698 et seq.

PAGA NOTICE VIA ONLINE FILING

California Labor and Workforce Development Agency
<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

PAGA NOTICE VIA EMAIL AND CERTIFIED U.S. MAIL (RETURN RECEIPT)

PROVENANCE, a California corporation
d/b/a Inspire Charter Services;
d/b/a Inspire Charter Schools
Attn: Kathryn Fagundo or Human Resources
1740 Huntington Drive Suite 205
Duarte, California 91010

Kimmi Buzzard
Inspire Charter Services/Provenance/
Inspire Charter Schools
151 West 5th Street
Azusa, California 91702
kimmi@inspireschools.org

PROVENANCE, a California corporation
d/b/a Inspire Charter Services;
d/b/a Inspire Charter Schools
Attn: Kathryn Fagundo or Human Resources
1151 West 5th Street
Azusa, California 91702

Steven Lawrence, PhD
Inspire Charter Services/Provenance/
Inspire Charter Schools
151 West 5th Street
Azusa, California 91702
stevenl@inspireschools.org

Kathryn Fagundo
Inspire Charter Services/Provenance/
Inspire Charter Schools
151 West 5th Street
Azusa, California 91702
kathrynf@inspireschools.org

Herbert Nichols
Inspire Charter Schools/Provenance/Inspire
Charter Services
1740 Huntington Drive Suite 205
Duarte, California 91010

Dear Labor Enforcement Officer and Inspire Charter Services Representatives:

Enclosed with this letter as “Exhibit A” is the original notice filed by Claimant LISA RIGSBEE under the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The notice was filed with the Labor and Workforce Development Agency (“LWDA”) on August 12, 2020, assigned the case number LWDA-CM-802259-20, and duly mailed by certified mail on the entities named in that notice. The original letter is incorporated herein by reference to include all facts, allegations and legal claims

2305 HISTORIC DECATUR ROAD, SUITE 100 | SAN DIEGO, CALIFORNIA 92106 | TEL: 619-693-7727

www.ferraroemploymentlaw.com

and to provide notice thereof to the LWDA and the related employer-entities.

The purpose of this supplemental notice is to provide notice to the following employer entities and individuals, which are liable for the civil penalties and violations set forth in the attached notice pursuant to Labor Code section 2699 *et seq.* These entities are hereby added to the definition of “Defendant(s)” or “Defendants” in the attached PAGA notice. Furthermore, this necessarily includes all current and former employees of the above-named defendants who worked within the statutory period in the State of California within the “aggrieved employees” on whose behalf this action is filed.

The names and entities of the additionally-named defendant entities and individuals include:

PROVENANCE, a California Corporation, d/b/a INSPIRE CHARTER SERVICES and INSPIRE CHARTER SCHOOLS

KATHRYN FAGUNDO, an individual and agent of all defendant employers

KIMMI BUZZARD, an individual and agent of all defendant employers

STEVEN LAWRENCE, PHD, an individual and agent of all defendant employers

HERBERT NICHOLS, an individual and agent of all defendant employers

Other undiscovered entities and individuals remain and the LWDA shall be deemed on notice of the Labor Code violations set forth herein with respect to those liable but presently unknown individuals and entities with respect to the allegations included in the original notice.

With respect to Defendant PROVENANCE, which does business as Inspire Charter Schools and Inspire Charter Services, PROVENANCE is the current iteration of Inspire Charter Schools, comprised largely of the same operating group, which carries on the employment and unlawful employment policies and practices of Inspire Charter Schools. PROVENANCE sets the policies and practices concerning the aggrieved employees’ terms and conditions of employment, including the reimbursement policy and the wage statement administration which are the subject violations of this action.

With respect to the individually-named agents, Labor Code section 558.1 states:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

(b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

(c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Because the individuals violated Labor Code section 226 and 2802 along with the other Defendants, as described in the attached notice, Labor Code section 558.1 applies and these defendants may be held personally liable as the employer for such violations.

These individuals acted on behalf of and directed the actions and violations of Provenance and Inspire Charter Schools. As a result, they caused to be violated Labor Code sections 226 and 2802 as a matter of policy and practice within the charter school organizations. Because of the transgressions committed by Provenance and Inspire Charter Schools, which is well documented in the press, by the SEC, and the California Department of Education, among other institutions and authorities, there is a risk that the entity defendants will attempt to circumvent the labor laws to the benefit of the corporations, but contrary to the interests of the aggrieved employees. It is for this reason that Labor Code sections 2699 and 558.1 apply and as a matter of law hold the individual actors personally liable for the civil penalties and violations committed against the aggrieved employees in cases such as this if and where individuals attempt to use the fiction of corporate entities to avoid responsibility and accountability under the law.

Thank you for your attention to this matter and please contact me with any questions.

Sincerely,



Nicholas J. Ferraro, Esq.

Cc: Claimant LISA RIGSBEE

Exhibit A: Notice of Labor Code Violations under Labor Code sections 2698 *et seq.* (August 12, 2020)