

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

ELECTRONICALLY FILED

Superior Court of California,
County of San Diego

03/12/2021 at 01:21:55 PM

Clerk of the Superior Court
By Maria Acevedo, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

DESHAWN CARTER, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

AUTISM OUTREACH SOUTHERN
CALIFORNIA LLC, a California Limited
Liability Company; MEBE LOS ANGELES,
LLC, a California Limited Liability
Company; MEBE SAN FRANCISCO BAY,
LLC, a California Limited Liability
Company; and Does 1 through 50, Inclusive,

Defendants.

Case No. 37-2021-00011213-CU-OE-CTL

REPRESENTATIVE ACTION
COMPLAINT FOR:

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

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

6 **INTRODUCTION**

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

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

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

23 **THE PARTIES**

24 4. Defendant Autism Outreach Southern California LLC is a limited liability
25 company and at all relevant times mentioned herein conducted and continues to conduct
26 substantial and regular business throughout California.
27
28

1 5. Defendant Mebe Los Angeles, LLC is a limited liability company and at all
2 relevant times mentioned herein conducted and continues to conduct substantial and regular
3 business throughout California.

4 6. Defendant Mebe San Francisco Bay, LLC is a limited liability company and at all
5 relevant times mentioned herein conducted and continues to conduct substantial and regular
6 business throughout California.

7 7. PLAINTIFF alleges there has existed a unity of interest and ownership between
8 all these Defendants such that any individuality and separateness between the entities has
9 ceased. Defendants Autism Outreach Southern California LLC, Mebe Los Angeles, LLC and
10 Mebe San Francisco Bay, LLC are therefore alter egos of each other. Adherence to the fiction
11 of the separate existence of would permit an abuse of the corporate privilege, and would
12 promote injustice by protecting Autism Outreach Southern California LLC, Mebe Los Angeles,
13 LLC and Mebe San Francisco Bay, LLC from liability for the wrongful acts committed by them.
14 As evidenced by PLAINTIFF's paychecks and company documents, Defendants Autism
15 Outreach Southern California LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay,
16 LLC were joint employers of PLAINTIFF and are referred to herein as ("DEFENDANT").

17 8. PLAINTIFF further alleges that Defendants Autism Outreach Southern California
18 LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay, LLC are the alter egos of each
19 other for the following reasons:

20 (A) On the California Secretary of State's website
21 (<https://businesssearch.sos.ca.gov/>) Defendants Autism Outreach
22 Southern California LLC, Mebe Los Angeles, LLC and Mebe San
23 Francisco Bay, LLC have the same entity address and/or mailing address;

24 (B) On information and belief Defendants Autism Outreach Southern
25 California LLC, Mebe Los Angeles, LLC and Mebe San Francisco Bay,
26 LLC utilize the same standardized employment forms and issue the same
27 employment policies; and,
28

1 (C) Autism Outreach Southern California LLC, Mebe Los Angeles, LLC and
2 Mebe San Francisco Bay, LLC all have the same agent for service of
3 process and all have the same Chief Executive Officer.

4 9. DEFENDANT is a San Diego based company that provides applied behavior
5 analysis therapy, speech and language therapy and feeding therapy amongst other services.

6 10. PLAINTIFF has been employed by DEFENDANT in California as a non-exempt
7 employee entitled to overtime pay and meal and rest periods since March of 2016. PLAINTIFF
8 has been at all times relevant mentioned herein classified by DEFENDANT as a non-exempt
9 employee.

10 11. PLAINTIFF, and such persons that may be added from time to time who satisfy
11 the requirements and exhaust the administrative procedures under the Private Attorney General
12 Act, brings this Representative Action on behalf of the State of California with respect to
13 himself and all individuals who worked for Autism Outreach Southern California LLC and/or
14 Mebe Los Angeles, LLC, and/or Mebe San Francisco Bay, LLC in California and classified
15 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of
16 September 24, 2019 until a date as determined by the Court (the "PAGA PERIOD").

17 12. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES presently
18 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
19 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
20 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 510, 512,
21 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section
22 11040, Subdivision 5(A)-(B), and the applicable Wage Order. Based upon the foregoing,
23 PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning
24 of Labor Code § 2699, *et seq.*¹

25 13. The true names and capacities, whether individual, corporate, subsidiary,
26

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

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

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

17 18 THE CONDUCT

19 15. During the PAGA PERIOD, DEFENDANT failed and continues to fail to
20 accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for all
21 their time worked, including minimum and overtime wages. DEFENDANT unlawfully and
22 unilaterally fails to accurately calculate wages for time worked and penalties for meal and rest
23 periods owed to PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying
24 these employees the correct compensation. PLAINTIFF and other AGGRIEVED
25 EMPLOYEES from time to time were also not paid wages for all time worked, including
26 overtime wages, such that in the aggregate employees were underpaid wages as a result of
27 DEFENDANT's pattern and practice of unevenly rounding time worked by its employees.

1 Further, DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
2 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
3 and other non-exempt employees regularly earn non-discretionary remuneration, including but
4 not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the
5 regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED
6 EMPLOYEES at their base rates of pay. As a result, PLAINTIFF and the other AGGRIEVED
7 EMPLOYEES forfeit wages due them for working without compensation at the correct
8 minimum wage and overtime rates. DEFENDANT's uniform policy and practice to not pay the
9 AGGRIEVED EMPLOYEES the correct compensation for all time worked in accordance with
10 applicable law is evidenced by DEFENDANT's business records.

11 16. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT is
12 required to pay PLAINTIFF and AGGRIEVED EMPLOYEES for all their time worked,
13 meaning the time during which an employee is subject to the control of an employer, including
14 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
15 and AGGRIEVED EMPLOYEES to work without paying them for all the time they are under
16 DEFENDANT's control. Specifically, DEFENDANT requires PLAINTIFF to work while
17 clocked out for what should be PLAINTIFF's off duty meal period in order to per from therapy
18 services for DEFENDANT's clients. As a result, the PLAINTIFF and other AGGRIEVED
19 EMPLOYEES forfeit minimum wage and overtime compensation by regularly working without
20 their time being accurately recorded and without compensation at the applicable minimum wage
21 and overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFF and
22 other AGGRIEVED EMPLOYEES for all time worked is evidenced by DEFENDANT's
23 business records.

24 17. In violation of the applicable sections of the California Labor Code and the
25 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as
26 a matter of company policy, practice and procedure, intentionally and knowingly failed to
27 compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the correct rate of pay
28

1 for all overtime worked and correct meal premium pay for all meal period violations. This
2 uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
3 of the correct overtime compensation as required by California law which allowed
4 DEFENDANT to illegally profit and gain an unfair advantage over competitors who complied
5 with the law. To the extent equitable tolling operates to toll claims by the AGGRIEVED
6 EMPLOYEES against DEFENDANT, the PAGA PERIOD should be adjusted accordingly.

7 18. As a result of their rigorous work schedules, PLAINTIFF and other
8 AGGRIEVED EMPLOYEES are from time to time unable to take off duty meal breaks and
9 were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
10 EMPLOYEES are required to perform work as ordered by DEFENDANT for more than five
11 (5) hours during a shift without receiving an off-duty meal break. Further, DEFENDANT fails
12 to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second off-duty meal period
13 from time to time in which these employees are required by DEFENDANT to work ten (10)
14 hours of work. PLAINTIFF and the other AGGRIEVED EMPLOYEES therefore forfeit meal
15 breaks without the correct meal premium compensation and in accordance with
16 DEFENDANT's strict corporate policy and practice.

17 19. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
18 are also required to work in excess of four (4) hours without being provided ten (10) minute rest
19 periods. Further, these employees are denied their first rest periods of at least ten (10) minutes
20 for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at
21 least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first,
22 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
23 or more. PLAINTIFF and other AGGRIEVED EMPLOYEES are also not provided with one
24 hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
25 AGGRIEVED EMPLOYEES are periodically denied their proper rest periods by
26 DEFENDANT and DEFENDANT's managers.

27 20. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
28

1 employees with an accurate itemized wage statement in writing showing, among other things,
2 gross wages earned and all applicable hourly rates in effect during the pay period and the
3 corresponding amount of time worked at each hourly rate. From time to time, DEFENDANT
4 violated Cal. Lab. Code § 226 by failing to provide wage statements that identified the correct
5 gross wages earned. Additionally, the wage statements DEFENDANT issues to PLAINTIFF
6 and other AGGRIEVED EMPLOYEES violates Cal. Lab. Code Section 226(a)(8) in that
7 DEFENDANT fails to correctly list the correct name of the legal entity that is the employer of
8 PLAINTIFF and the AGGRIEVED EMPLOYEES. Aside from the violations listed above,
9 DEFENDANT fails to issue to PLAINTIFF an itemized wage statement that lists all the
10 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT provides
11 PLAINTIFF and the other AGGRIEVED EMPLOYEES with wage statements which violate
12 Cal. Lab. Code § 226.

13 21. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
14 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
15 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
16 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
17 2802, employers are required to indemnify employees for all expenses incurred in the course
18 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
19 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
20 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
21 directions of the employer, even though unlawful, unless the employee, at the time of obeying
22 the directions, believed them to be unlawful."

23 22. In the course of their employment PLAINTIFF and other AGGRIEVED
24 EMPLOYEES as a business expense, are required by DEFENDANT to use their own personal
25 cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
27 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
28

1 PLAINTIFF and other AGGRIEVED EMPLOYEES are required by DEFENDANT to use their
2 personal cellular phones to for work related issues, including, but not limited to, contacting
3 DEFENDANT's clients for scheduling issues. As a result, in the course of their employment
4 with DEFENDANT, PLAINTIFF and other AGGRIEVED EMPLOYEES incurred
5 unreimbursed business expenses which include, but are not limited to, costs related to the use
6 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

7 23. By reason of this uniform conduct applicable to PLAINTIFF and all
8 AGGRIEVED EMPLOYEES, DEFENDANT engages in a company-wide policy and procedure
9 which fails to accurately calculate and record the correct compensation for all time worked by
10 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
11 employees' compensation is the DEFENDANT's burden. As a result of DEFENDANT's
12 intentional disregard of the obligation to meet this burden, DEFENDANT fails to properly
13 calculate and/or pay all required compensation for work performed by the AGGRIEVED
14 EMPLOYEES and violated the California Labor Code and regulations promulgated thereunder
15 as herein alleged.

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

21 22 **JURISDICTION AND VENUE**

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

25 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
26 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
27 maintained offices and facilities in this County and/or conducts substantial business in this
28

County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFF and Against All Defendants)

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

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

29. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, brings this Representative Action on behalf of the State of California with respect to himself and all individuals who are or previously were employed by Autism Outreach Southern California LLC and/or Mebe Los Angeles, LLC, and/or Mebe San Francisco Bay, LLC in California and classified as non-exempt employees (the "AGGRIEVED EMPLOYEES") during the time period of September 24, 2019 until a date as determined by the Court (the "PAGA PERIOD").

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

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

PRAYER FOR RELIEF

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

²Plaintiff specifically excludes and/or does not allege any claims under California Labor Code §558(a)(3).

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

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

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

7 Dated: March 12, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
8 LLP

9
10 By: /s/ Norman Blumenthal
11 Norman B. Blumenthal
12 Attorneys for Plaintiff

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

July 24, 2020

CA2207

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Autism Outreach Southern California LLC
Certified Mail #70191640000167902298
Matthew Short
525 B Street, Suite 2200
San Diego, CA 92101

Mebe Los Angeles, LLC
Certified Mail #70191640000167902281
Matthew Short
525 B Street, Suite 2200
San Diego, CA 92101

Mebe San Francisco Bay, LLC
Certified Mail #70191640000167902274
Matthew Short
525 B Street, Suite 2200
San Diego, CA 92101

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Autism Outreach Southern California LLC and/or Mebe Los Angeles, LLC and/or Mebe San Francisco Bay, LLC in California and classified as non-exempt employees during the time period of September 24, 2019 until a date as determined by the Court. Our offices represent Plaintiff Deshawn Carter (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Autism Outreach Southern California

LLC and/or Mebe Los Angeles, LLC and/or Mebe San Francisco Bay, LLC (“Defendant”). Plaintiff has been employed by Defendant in California as a Behavioral Technician since March of 2016 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a), including but not limited to, providing wage statements that failed to list the correct legal entity that employed Plaintiff and other Aggrieved Employees.. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.