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Superior Court of California
County of Fresno
By: A. Rodriguez, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO
UNLIMITED JURISDICTION

MARIE TYLER, an individual;

Plaintiff,

v.

CSG HOLDINGS CA, LLC, a California
limited liability company, d.b.a. MASSAGE
ENVY; and DOES 1-25, inclusive;

Defendants.

Case No. 20CECG03461

COMPLAINT FOR:

(1) FAILURE TO PROVIDE MEAL PERIODS;
(2) FAILURE TO PROVIDE REST PERIODS;
(3) FAILURE TO REIMBURSE;
(4) FAILURE TO PAY REPORTING TIME WAGES;
(5) FAILURE TO PAY SPLIT SHIFT WAGES;
(6) FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS;
(7) FAILURE TO PAY WAGES ON TIME, WAITING TIME PENALTIES;
(8) FAILURE TO PROVIDE EMPLOYMENT RECORDS;
(9) UNFAIR BUSINESS PRACTICES; and
(10) PENALTIES PURSUANT TO PAGA (LABOR CODE §2699, *et seq.*)

Plaintiff MARIE TYLER alleges as and for cause of action against Defendants, and each of them, as follows:

PARTIES

1. Plaintiff Marie Tyler is an individual residing in Fresno County, California.

1 2. Defendant CSG Holdings CA, LLC is a California corporation doing business in
2 Fresno County, California.

3 3. Plaintiff is informed and believes and, based upon such information and belief,
4 alleges that each of the Defendants designated as Does 1 through 25, inclusive, is contractually,
5 intentionally, negligently, legally, or in some manner responsible for the events and occurrences
6 more fully described below and which proximately caused injuries and/or damages to Plaintiff as
7 alleged. Plaintiff is unaware of the true names and capacities of those Defendants sued herein as
8 Does 1 through 25, inclusive, and therefore sues such Defendants by fictitious names. Plaintiff
9 will seek leave to amend this Complaint to set forth the true names and capacities of those
10 Defendants when they have been ascertained.
11

12 4. Plaintiff is informed and believes and, based on such information and belief,
13 alleges that at all times mentioned each of the Defendants was the agent and/or employee of the
14 remaining Defendants, and was at all times acting within the scope and purpose of this agency
15 and/or employment and with the consent and permission of the remaining Defendants.
16

17 5. Plaintiff is further informed and believes and, based on such information and belief,
18 alleges that at all times relevant hereto that each of the Defendants acted as agent or alter ego of or
19 for the other Defendants such that each is liable for the wrongdoings described herein.
20

21 **FACTS**

22 6. Defendant CSG Holdings CA, LLC ("CSG") operates multiple massage businesses
23 in California under the business name Massage Envy. On information and belief, CSG employs
24 more than fifty employees in California. Ms. Tyler was employed by CSG as a massage therapist
25 from approximately October 2017 through March 2020 in Fresno County. Throughout her
26 employment, Ms. Tyler and other employees were misclassified as independent contractors, and
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1 treated as such, despite the fact that they legally were and are employees, and are entitled to all the
2 rights and protections of employees under California law.

3 7. During the relevant time period, CSG did not offer its employees regular “shifts.”
4 Instead, CSG required its employees to be on call and available for designated “shifts,” but only
5 paid those employees when a client had scheduled a massage, sometimes with nominal set-up and
6 breakdown time before and after.
7

8 8. For example, if an employee had a designated “shift” of 4:00 to 10:00, and two
9 one-hour massages scheduled for 5:00 and 7:00, the employee would not be informed of the
10 appointments until one hour before their scheduled “shift.” And even then, CSG would not
11 always let employees know, forcing employees to report to work but not be permitted to work at
12 their scheduled start time. The employee would then work from 5:00-6:00 and again at 7:00-8:00,
13 and would be paid only for those times. The employee would not be paid for 4:00-5:00, 6:00-
14 7:00, or 8:00-10:00. However, the employee was required to remain on call and available to work
15 during that time.
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18 9. Consequently, CSG owes such employees reporting time pay and split shift
19 premiums as required by IWC Wage Order No. 2-2001 (8 C.C.R. §11020), as well as regular
20 wages for time when the employees were effectively obligated to remain onsite and available for
21 work.
22

23 10. On information and belief, this misclassification and scheduling scheme also
24 resulted in employees being paid less than minimum wage and not being paid overtime premiums
25 for work in excess of eight hours per day, forty hours per week, or six days within one workweek.

26 11. Ms. Tyler and other employees were required to use their personal mobile phones
27 for work purposes, including for scheduling while working and while on-call, and are entitled to
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1 reimbursement pursuant to Labor Code §2802.

2 12. Throughout her employment, Ms. Tyler and other employees were denied timely
3 and uninterrupted meal and rest periods, including within the past year. Specifically, massages
4 were often scheduled back to back in a manner that made it impossible for employees to take meal
5 or rest periods.
6

7 13. Because CSG failed to provide timely meal and rest periods, it owes Ms. Tyler and
8 other employees one hour of compensation for each day worked without a timely meal period and
9 one hour of compensation for each day worked with a missed rest period. CSG failed to pay Ms.
10 Tyler and other employees those wages when they were due and failed to pay Ms. Tyler and other
11 employees those wages upon termination.
12

13 14. During the relevant time period, CSG failed to provide Ms. Tyler and other
14 employees with accurate, itemized wage statements as required by Labor Code §226. On
15 information and belief, CSG also failed to maintain records of time worked and other records as
16 required by Labor Code §§226 and 247.5.
17

18 15. CSG has and continues to fail to provide its employees with the notices required by
19 Labor Code §2810.5.
20

21 16. When Ms. Tyler's employment ended, CSG failed to pay her all wages owed at the
22 time of termination. To the extent that other employees also resigned from or were terminated by
23 CSG during the past year, CSG willfully failed to pay those employees all wages due upon
24 termination or within 72 hours of said members' resignation.
25

26 **PAGA ALLEGATIONS**

27 17. Plaintiff brings her Tenth Cause of Action in a representative capacity on behalf of
28 the Labor & Workforce Development Agency and her fellow aggrieved employees under the

1 Private Attorney General Act (“PAGA”), and seeks to vindicate her rights under the Labor Code
2 as well as those of all other aggrieved current and former employees of Defendant.

3 18. The group of aggrieved employees consists of those employees of Defendant
4 working in California at any time since September 10, 2019, and through the date of entry of final
5 judgment or approval of settlement in this matter.
6

7 19. Plaintiff sent the PAGA notice attached hereto as Exhibit A to Defendant on
8 September 10, 2020. Plaintiff alleges that by the conduct described herein, Defendant violated
9 Labor Code §§201, 202, 204, 226, 226.7, 226.8, 510, 512, 558, 1197, 2802, 2810.5, and IWC
10 Wage Order No. 2-2001 (8 C.C.R. §11020), for which it is subject to civil penalties under PAGA.
11 Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of her PAGA
12 claims, and the LWDA has not responded or taken any position as to those claims.
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14 **FIRST CAUSE OF ACTION**

15 **(Failure to Provide Meal Periods;**

16 **Violation of Labor Code §§226.7, 512, I.W.C. Wage Order No. 5-2001)**

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18 20. Plaintiff incorporates the allegations above as though they were fully set forth
19 herein.

20 21. Plaintiff sometimes worked more than five hours in a workday without being
21 provided a 30-minute, uninterrupted, off-duty meal period.
22

23 22. On these occasions, Defendants failed to pay Plaintiff one additional hour of pay at
24 her regular rate of compensation.

25 23. As a proximate result of Defendants’ failure to allow Plaintiff to have timely and
26 uninterrupted meal periods and failure to compensate Plaintiff for missed meal periods, Plaintiff
27 has suffered damages in an amount to be proved at trial.
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1 purchasing her phone and keeping it active.

2 **FOURTH CAUSE OF ACTION**

3 **(Reporting Time Wages; Violation of I.W.C. Wage Order No. 2-2001)**

4 32. Plaintiff incorporates the allegations above as though they were fully set forth
5 herein.

6 33. As set forth above, Defendants required Plaintiff and other employees to call or
7 come into work 1-2 hours prior to scheduled “shift” times to determine when and if they would be
8 obligated to work that shift.

9 34. On some occasions, Plaintiff and other employees would report to work only to
10 have no work available, and they would not be paid.

11 35. Defendants never paid Plaintiff or the other employees reporting time pay as
12 required by IWC Wage Order No. 2-2001 (8 C.C.R. §11020).

13 **FIFTH CAUSE OF ACTION**

14 **(Split Shift Wages; Violation of I.W.C. Wage Order No. 2-2001)**

15 36. Plaintiff incorporates the allegations above as though they were fully set forth
16 herein.

17 37. As set forth above, Defendants required Plaintiff and other employees to be
18 available for “shifts,” but would only allow them to work – and would only pay them – when
19 clients had booked appointments, resulting in split shifts. Defendants failed to pay Plaintiff and
20 other employees split shift wages as required by IWC Wage Order No. 2-2001 (8 C.C.R. §11020).

21 **SIXTH CAUSE OF ACTION**

22 **(Failure to Provide Accurate Wage Statements; Violation of Labor Code §226)**

23 38. Plaintiff incorporates the allegations above as though they were fully set forth
24

1 herein.

2 39. Defendants failed to furnish Plaintiff and other employees with an accurate
3 itemized statement in writing on regular paydays showing gross wages earned, total hours worked,
4 net wages earned, and all applicable hourly rates of pay in effect during the pay period, and the
5 corresponding number of hours worked at each hourly rate.
6

7 40. Defendants knew that they were required by law to furnish accurate itemized
8 statements in writing and intentionally failed to furnish accurate statements to Plaintiff on the
9 regular paydays.
10

11 41. Plaintiff suffered injury from Defendants' failure to provide accurate itemized
12 statements in writing on the regular paydays. Plaintiff could not promptly and easily determine
13 the amount of gross or net wages earned, the total number of hours worked, or the applicable rates
14 in effect for the corresponding hours.
15

16 **SEVENTH CAUSE OF ACTION**

17 **(Failure to Pay Wages on Time; Violation of Labor Code §§201-204)**

18 42. Plaintiff incorporates the allegations above as though they were fully set forth
19 herein.

20 43. Defendants willfully failed to pay Plaintiff all wages owed both (1) at the time they
21 were due and (2) upon her termination from employment. To date, Defendants have not paid
22 those wages.
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24 44. As a proximate result of Defendants' failure to pay wages owed and on time,
25 Plaintiff has suffered damages in an amount to be proved at trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Provide Employment Records;**

3 **Violation of Labor Code §§226, 247.5, 432, and 1198.5)**

4 45. Plaintiff incorporates the allegations above as though they were fully set forth
5 herein.
6

7 46. On August 18, 2020, counsel for Plaintiff requested all her employment records
8 pursuant to Labor Code §§226, 247.5, 432, and 1198.5. Defendants failed to respond to that
9 request. Plaintiff is entitled to statutory penalties.
10

11 **NINTH CAUSE OF ACTION**

12 **(Unfair Business Practices, Violation of Bus. & Prof. Code §17200)**

13 47. Plaintiff incorporates the allegations above as though they were fully set forth
14 herein.
15

16 48. Defendants' conduct, as set forth above, violates the California Unfair Competition
17 Law, Bus. & Prof. Code §17200, *et seq.* ("UCL"). Defendants' conduct constitutes unlawful,
18 unfair, or fraudulent business acts or practices in that they fail to pay employees for hours worked,
19 fail to pay overtime wages, fail to provide meal and rest breaks, and force employees to work
20 under unsafe conditions.

21 49. As a result of Defendants' unlawful, unfair, and fraudulent conduct, Plaintiff has
22 suffered injury, in fact.
23

24 50. Plaintiff is informed and believes, and on that basis alleges, that Defendants
25 continue to engage in the unlawful, unfair, and fraudulent practices as alleged herein, and that they
26 will continue to do so unless enjoined by this court.

27 51. Pursuant to Bus. & Prof. Code §17203, Plaintiff seeks declaratory and injunctive
28

1 relief for Defendants' unlawful, unfair, and fraudulent conduct, and to recover restitution.

2 **TENTH CAUSE OF ACTION**

3 **(Violations of the California Labor Code under the Private Attorneys General Act**
4 **(Lab. Code §2699, et seq.))**

5 52. Plaintiff incorporates the allegations above as though they were fully set forth
6 herein.

7 53. Plaintiff brings this cause of action in a representative capacity on behalf of the
8 Labor & Workforce Development Agency ("LWDA") and her fellow aggrieved employees
9 pursuant to the California Private Attorneys General Act (Labor Code §2699, *et seq.*), and seeks to
10 vindicate her rights under the Labor Code as well as those of all other aggrieved current and
11 former employees of Defendant.
12

13 54. For purposes of this cause of action, the group of aggrieved employees consist of
14 those employees of CSG working in California (the "Representative Group") at any time since
15 September 10, 2019, and through the date of entry of final judgment or approval of settlement in
16 this matter (the "Claim Period").
17

18 55. As set forth above, Defendants have violated Labor Code §§201, 202, 204, 226,
19 226.7, 226.8, 510, 512, 558, 1197, 2802, 2810.5, and IWC Wage Order No. 2-2001 (8 C.C.R.
20 §11020) with respect to Plaintiff and the Representative Group, who have been injured as a result
21 of these violations.
22

23 56. Plaintiff seeks to recover civil penalties for violations of the Labor Code committed
24 by Defendants against Plaintiff and all other aggrieved employees as set out in the PAGA notice
25 and amended PAGA notice documents submitted to the LWDA. A true and correct copy of the
26 PAGA notice is attached hereto as Exhibit A, and its contents are incorporated herein by reference
27 as though expressly set out herein.
28

1 57. For the violations of the Labor Code alleged, Plaintiff and other aggrieved
2 employees have no administrative remedies to exhaust.

3 58. Plaintiff has fully complied with notice requirements under PAGA by giving
4 written notice to both the LWDA and Defendants pursuant to Labor Code §2699.3(a)(1)(A), and
5 by paying the filing fee required by subsection (a)(1)(B) of the same.
6

7 59. Sixty-five calendar days have now passed since Plaintiff gave the LWDA notice of
8 their PAGA claims, and the LWDA has not responded or taken any position as to those claims.
9 Accordingly, Plaintiff now has the right to pursue those claims through a representative civil suit
10 pursuant to Labor Code §2699.3(a)(2)(A).
11

12 60. Plaintiff has been injured as a direct and proximate result of Defendants' violations
13 of the Labor Code as set out in Exhibit A.

14 61. Pursuant to Labor Code §2699(a) and (f), Plaintiff accordingly seek to recover civil
15 penalties against Defendants for the specified Labor Code violations against Plaintiff and all other
16 aggrieved employees.
17

18 62. In addition, Plaintiff seeks to recover their reasonable attorneys' fees and costs
19 pursuant to Labor Code §2699(g)(1).
20

21 WHEREFORE, Plaintiff prays for relief against Defendants as follows:
22

- 23 1. For damages according to proof at trial;
- 24 2. For unpaid wages owed;
- 25 3. For prejudgment interest on that amount at the legal rate;
- 26 4. For one additional hour of pay for each workday that Defendants failed to provide a
27 meal period pursuant to Labor Code Sec. 226.7;
28

1 5. For one additional hour of pay for each workday that Defendants failed to provide
2 rest periods pursuant to Labor Code Sec. 226.7;

3 6. For waiting time penalties pursuant to Labor Code §203;

4 7. For penalties pursuant to Labor Code §§226 and 1198.5;

5 8. For injunctive relief enjoining Defendants from continuing to engage in the
6 unlawful conduct described herein;

7 9. That Defendants be ordered to pay all civil penalties due to Plaintiff and the
8 Representative Group for Defendants' violations of the Labor Code as alleged, to be distributed to
9 the LWDA and the Representative Group as provided by Labor Code §§558 and 2699 and other
10 applicable law;

11 10. For costs of suit herein incurred, including attorneys' fees; and

12 11. For such further relief as the court deems just.
13

14 DATED: November 20, 2020

AIMAN-SMITH & MARCY, P.C.

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17 _____
18 John A. Lofton, Esq.
19 Attorney for Plaintiff Marie Tyler
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EXHIBIT A

September 10, 2020

Via Certified Mail

CSG Holdings CA LLC
d/b/a Massage Envy
59 Damonte Ranch Pkwy, #488
Reno, NV 89521

Re: PAGA Notice Pursuant to Lab.C. § 2699.3(a)(1) of CSG Holdings CA LLC's Violations of the California Labor Code

Dear Sirs or Madams:

Pursuant to California Labor Code §2699.3, Marie Tyler hereby gives notice of violations of the following sections of the California Labor Code by CSG Holdings CA LLC ("CSG"): §§201, 202, 204, 226, 226.7, 226.8, 510, 512, 558, 1197, 2802, 2810.5, and IWC Wage Order No. 2-2001 (8 C.C.R. §11020). CSG's legal violations as described herein were and are knowing and intentional.

Ms. Tyler is an aggrieved employee of CSG as defined by California Labor Code §2699(c) because she was: (1) an employee of CSG within the past 12 months, (2) against whom CSG's violations of the California Labor Code as described herein were committed.

I. Facts and Theories Giving Rise to CSG's Violations of the California Labor Code

CSG operates several massage businesses in California under the business name Massage Envy. On information and belief, CSG employs more than fifty employees in California. Ms. Tyler was employed by CSG as a massage therapist from approximately October 2017 through March 2020. Throughout her employment, Ms. Tyler and other employees were misclassified as independent contractors, and treated as such, despite the fact that they legally were and are employees, and are entitled to all the rights and protections of employees under California law.

During the relevant time period, CSG did not offer its employees regular "shifts." Instead, CSG required its employees to be on call and available for designated "shifts,"

but only paid those employees when a client had scheduled a massage, sometimes with nominal set-up and breakdown time before and after.

For example, if an employee had a designated “shift” of 4:00 to 10:00, and two one-hour massages scheduled for 5:00 and 7:00, the employee would not be informed of the appointments until one hour before their scheduled “shift.” And even then, CSG would not always let employees know, forcing employees to report to work but not be permitted to work at their scheduled start time. The employee would then work from 5:00-6:00 and again at 7:00-8:00, and would be paid only for those times. The employee would not be paid for 4:00-5:00, 6:00-7:00, or 8:00-10:00. However, the employee was required to remain on call and available to work during that time.

Consequently, CSG owes such employees reporting time pay and split shift premiums as required by IWC Wage Order No. 2-2001 (8 C.C.R. §11020), as well as regular wages for time when the employees were effectively obligated to remain onsite and available for work.

On information and belief, this misclassification and scheduling scheme also resulted in employees being paid less than minimum wage and not being paid overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek.

Ms. Tyler and other employees were required to use their personal mobile phones for work purposes, including for scheduling while working and while on-call, and are entitled to reimbursement pursuant to Labor Code §2802.

Throughout her employment, Ms. Tyler and other employees were denied timely and uninterrupted meal and rest periods, including within the past year. Specifically, massages were often scheduled back to back in a manner that made it impossible for employees to take meal or rest periods.

Because CSG failed to provide timely meal and rest periods, it owes Ms. Tyler and other employees one hour of compensation for each day worked without a timely meal period and one hour of compensation for each day worked with a missed rest period. CSG failed to pay Ms. Tyler and other employees those wages when they were due and failed to pay Ms. Tyler and other employees those wages upon termination.

During the relevant time period, CSG failed to provide Ms. Tyler and other employees with accurate, itemized wage statements as required by Labor Code §226. On information and belief, CSG also failed to maintain records of time worked as required by Labor Code §247.5.

CSG has and continues to fail to provide its employees with the notices required by Labor Code §2810.5.

When Ms. Tyler's employment ended, CSG failed to pay her all wages owed at the time of termination. To the extent that other employees also resigned from or were terminated by CSG during the past year, CSG willfully failed to pay those employees all wages due upon termination or within 72 hours of said members' resignation.

II. Provisions of the California Labor Code Violated by CSG and Penalties Sought

As a result of CSG's violations of the California Labor Code, as alleged herein, Ms. Tyler is entitled to recover civil penalties pursuant to Labor Code §2699 *et seq.* on behalf of herself and all other former or current California employees of CSG who were subjected to its violations of the Labor Code as described herein.

For misclassifying employees as independent contractors in violation of Labor Code §226.8(a), CSG is subject to civil penalties in the amount of \$5,000-\$15,000 for each violation pursuant to Labor Code §226.8(b).

For engaging in a pattern and practice of misclassifying employees as independent contractors in violation of Labor Code §226.8(a) and (c), CSG is subject to civil penalties in the amount of \$10,000-\$25,000 for each violation pursuant to Labor Code §226.8(c).

For failing to provide meal periods in violation of Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a timely meal period under Labor Code §§512, 558 and Industrial Welfare Commission Wage Order No.2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide rest periods in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$50 for each aggrieved employee per pay period for the initial violation and \$100 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide one hour of pay to each employee who was not provided a rest period under Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), in violation of Labor Code §226.7, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to reimburse employees for expenditures incurred by the employees at the instruction of CSG, in violation of Labor Code §2802, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees who were required to call in or report to work, and did so call in or report, but were not put to work or who worked less than half a day, in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees who were scheduled to work split shifts one hour's pay at the minimum wage in violation of Labor Code §558 and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees minimum wage in violation of Labor Code §§558, 1197, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay employees overtime premiums for work in excess of eight hours per day, forty hours per week, or six days within one workweek in violation of Labor Code §§510, 558, and Industrial Welfare Commission Wage Order No. 2-2001 (8 C.C.R. §11020), CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay all wages due at separation from employment in violation of Labor Code §§201 and 202, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to pay wages on time in violation of Labor Code §204, CSG is subject to civil penalties in the amount of \$100 for each failure to pay each employee for any initial violation, and for each subsequent violation, \$200 for each failure to pay each employee, plus twenty-five percent of the amount unlawfully withheld pursuant to Labor Code §210(a).

For failing to provide accurate, itemized wage statements in violation of Labor Code §226, CSG is subject to civil penalties in the amount of \$50 for the initial pay period in which the violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 pursuant to Labor Code 226(e).

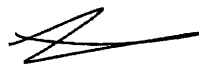
For failing to maintain time records in violation of Labor Code §247.5, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code §2699(f).

For failing to provide employees with the notice required by Labor Code §2810.5, CSG is subject to civil penalties in the amount of \$100 for each aggrieved employee for the initial violation and \$200 for each aggrieved employee for each subsequent violation pursuant to Labor Code §2699(f).

Please note that further investigation may shed light upon additional violations beyond those contained herein, and Ms. Tyler reserves the right to file and serve a further amended notice should additional violations be discovered.

Sincerely,

ALMAN-SMITH & MARCY
ATTORNEYS AT LAW



John A. Lofton



Alissa Cerro <arc@asmlawyers.com>

FW: Thank you for submission of your PAGA Case.

jal@asmlawyers.com <jal@asmlawyers.com>

Thu, Sep 10, 2020 at 1:33 PM

To: Norma Dale <njd@asmlawyers.com>, Alissa Cerro <Arc@asmlawyers.com>

Alissa -

I just filed the attached PAGA notice with the LWDA. Can you mail it by certified mail to the address in the header? Thank you.

John A. Lofton
Aiman-Smith & Marcy, P.C.
7677 Oakport Street, Suite 1150
Oakland, California 94621
Phone: (510) 817-2711
Fax: (510) 562-6830
Email: jal@asmlawyers.com
www.asmlawyers.com

-----Original Message-----

From: noreply@salesforce.com <noreply@salesforce.com> On Behalf Of LWDA DO

NOT REPLY

Sent: Thursday, September 10, 2020 1:32 PM

To: jal@asmlawyers.com

Subject: Thank you for submission of your PAGA Case.

9/10/2020

LWDA Case No. LWDA-CM-805768-20
Law Firm : Aiman-Smith & Marcy, P.C.
Plaintiff Name : Marie Tyler
Employer: CSG Holdings CA LLC

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency.
Please make a note of the LWDA Case No. above as you may need this number
for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case,
please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

2020.09.10 PAGA Claim Notice.pdf
280K

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION - Complete items 1, 2, and 3. - Print your name and address on the reverse so that we can return the card to you. - Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: CSG Holdings CA LLC d/b/a Massage Envy 59 Damonte Ranch Pkwy #488 Reno, NV 89521 9590 9402 4883 9032 3663 83 2. Article Number (Transfer from service label) 7019 0700 0001 0635 9897	COMPLETE THIS SECTION ON DELIVERY A. Signature ☒ <i>[Signature]</i> ☐ Agent ☐ Addressee B. Received by (Printed Name) Hunte C. Date of Delivery 9/14 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Insured Mail ☐ ☐ Insured Mail Restricted Delivery (over \$500)
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PS Form 3811, July 2015 PSN 7530-02-000-9053 **9/10/20 MSG ENV,**

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