

FILED
Superior Court Of California
County Of Los Angeles

JAN 08 2021

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LOS ANGELES SUPERIOR COURT

JAN 08 2021

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Attorneys for Plaintiff and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DANIEL MONTOYA, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

ESSINTIAL ENTERPRISE SOLUTIONS
LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 20STCV41856

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, *et seq.*

1 Plaintiff DANIEL MONTOYA, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an "aggrieved employee"
3 under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter "PAGA"),
4 complains of Defendant ESSINTIAL ENTERPRISE SOLUTIONS LLC ("Defendant") and each
5 of them, as follows:

6 I.

7 INTRODUCTION

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, and Labor Code §2699, et seq. on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been classified as an
11 independent contractor by ESSINTIAL ENTERPRISE
12 SOLUTIONS LLC, in the State of California since four (4) years
13 prior to the filing of this action to the present plus any additional
14 time during which the statutes of limitation for the causes of action
herein were tolled pursuant to Emergency Rule 9 of the California
Rules of Court, the 'Emergency Rules Relates to COVID-19'.
("Proposed Class")

15 2. Defendant misclassified Plaintiff and other Proposed Class Members as
16 independent contractors when they were in fact employees.

17 3. From at least four (4) years prior to the filing of this action continuing to the
18 present¹, and as a result of misclassifying Plaintiff and the Proposed Class as independent
19 contractors, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
20 Proposed Class members when they work more than eight (8) hours in a day or forty (40) hours in
21 a week. Additionally, Defendant has had a consistent policy of failing to pay wages and/or
22 overtime to all Proposed Class members when they work in excess of twelve (12) hours in one day
23 at the rate of no less than twice the regular rate of pay. Plaintiff and other Proposed Class members

24
25 ¹ Any limitations period referenced in this complaint is extended pursuant to Emergency Rule 9
26 of the "Emergency Rules Related to COVID-19," Appendix I to the California Rules of Court,
27 adopted effective April 6, 2020, which provides that the statutes of limitation for civil actions
28 are tolled from April 6, 2020 until 90 days after the Governor of California lifts the state of
emergency related to the COVID-19 pandemic. Any reference to the relevant time period or
statute of limitations is extended into the past by the number of days in which this tolling was
in effect.

1 were not properly compensated for overtime at the appropriate rate of pay.

2 4. From at least four (4) years prior to the filing of this action and continuing to the
3 present, and as a result of misclassifying Plaintiff and the Proposed Class as independent
4 contractors, Defendant has had a consistent policy of failing to inform Proposed Class members
5 of their right to take meal periods by way of a lawful policy and requiring Proposed Class members
6 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
7 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
8 compensation for each workday that the meal period is not provided or provided after five (5)
9 hours, as required by California state wage and hour laws.

10 5. For at least four (4) years prior to the filing of this action and continuing to the
11 present, and as a result of misclassifying Plaintiff and the Proposed Class as independent
12 contractors, Defendant has had a consistent policy of failing to inform Proposed Class members
13 of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
14 members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
15 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
16 of pay at the employee's regular rate of compensation for each workday that the rest period was
17 not provided, as required by California state wage and hour laws.

18 6. For at least four (4) years prior to the filing of this action and continuing to the
19 present, and as a result of misclassifying Plaintiff and the Proposed Class as independent
20 contractors, Defendant has failed to reimburse Plaintiff and the Proposed Class for their tools,
21 computer equipment, and mileage for business related purposes. Plaintiff and the Proposed Class
22 are required to work without being reimbursed for their business expenses.

23 7. For at least three (3) years prior to the filing of this action continuing to the present,
24 and as a result of misclassifying Plaintiff and the Proposed Class as independent contractors,
25 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
26 the Proposed Class.

27 8. Plaintiff, on behalf of himself and all Proposed Class members brings this action
28 pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199, and 2802; Wage Order 4-

1 2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid wages/overtime,
2 meal and rest period penalties, unreimbursed expenses, wages upon termination/resignation, other
3 penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

4 9. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to
5 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
6 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

7 10. For at least one (1) year prior to the date of the letter sent to the Labor and
8 Workforce Development Agency ("LWDA") and Defendant giving notice of the claims pursuant
9 to PAGA and continuing to the present, Defendant has violated Labor Code §§ 201, 202, 203,
10 226.7, 226.8, 510, 512, 558, 1194, and 2802 giving rise to a claim pursuant to PAGA. Plaintiff,
11 on behalf of himself and all aggrieved employees presently or formerly employed by Defendant
12 during the liability period as defined in his PAGA notice letter (*see* Exhibit "1"), bring this
13 representative action pursuant to Labor Code §2699, *et seq.* seeking penalties for Defendant's
14 failure to properly classify as employees Plaintiff and all aggrieved employees, pay overtime
15 and/or wages, provide lawful meal and rest periods, provide reimbursement of costs associated
16 with tools, computer equipment, and mileage for business related purposes, and pay all wages due
17 upon termination.

18 II.

19 JURISDICTION AND VENUE

20 11. This Court has subject matter jurisdiction over all causes of action asserted herein
21 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
22 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
23 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
24 State of California or is subject to adjudication in the courts of the State of California.

25 12. This Court has personal jurisdiction over Defendant because Defendant has caused
26 injuries in the County of Los Angeles and the State of California through their acts, and by their
27 violation of the California Labor Code, California state common law, and California Business &
28 Professions Code § 17200, *et seq.*

1 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
2 Civil Procedure § 395. Defendant operates within California and does business within Los
3 Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed
4 Class members within the State of California and the county of Los Angeles.

5 14. This case should be classified as complex according to Rule 3.400 of the California
6 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
7 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
8 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
9 require substantial post judgment judicial supervision.

10 III.

11 PARTIES

12 A. PLAINTIFF

13 15. Plaintiff DANIEL MONTOYA is a resident of California.

14 16. Plaintiff and other Proposed Class Members were misclassified as independent
15 contractors when they should have been classified as employees.

16 17. Plaintiff and the Class Members provided technology support and related services
17 for Defendant.

18 18. Plaintiff and all Proposed Class members, were regularly required to:

- 19 a. Work without being paid for all hours at the appropriate overtime rate;
20 b. Work without being provided meal periods;
21 c. Work without being provided rest periods;
22 d. Work without being reimbursed for their out of pocket expenses and
23 mileage; and,

24 19. Defendant willfully failed to compensate Plaintiff and all Proposed Class members
25 for wages at the termination of their employment with Defendant.

26 20. As a result of this conduct, Defendant has engaged in unfair competition and
27 unlawful business practices.

28 21. Plaintiff and all current and former employees are aggrieved employees within the

1 meaning of Labor Code §2699, *et seq.* (see Labor Code §2699(c).)

2 **B. DEFENDANTS**

3 22. Defendant ESSINTIAL ENTERPRISE SOLUTIONS LLC is believed to be a
4 California corporation operating within the State of California. Defendant's corporate address is
5 believed to be 100 Sterling Pkwy Ste 307 Mechanicsburg, PA 17050. Upon information and
6 belief, Defendant employed Plaintiff and similarly situated persons as independent contractors
7 within California. Defendant has done and does business throughout the State of California.

8 23. The true names and capacities, whether individual, corporate, associate, or
9 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
10 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
11 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
12 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
13 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
14 capacities of the Defendants designated hereinafter as DOES when such identities become known.

15 24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
18 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
19 employer and/or joint employer of Plaintiff and the Proposed Class members.

20 25. Furthermore, Defendants acted in all respects as the employers or joint employers
21 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
22 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
23 engaged, thereby creating a common law employment relationship, with the Proposed Class.
24 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

25 26. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

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1 IV.

2 FACTUAL BACKGROUND

3 27. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
4 classified as independent contractors but they should have been classified as non-exempt
5 employees by Defendant. Defendant hires individuals who provide technology support and related
6 services and are classified as independent contractors.

7 28. Upon information and belief, Plaintiff and the Proposed Class are covered by
8 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
9 Code of Regs. § 11040).

10 29. On a regular and consistent basis, and as a result of the misclassification, Plaintiff
11 and the Proposed Class members were not paid at the proper rate of compensation. Plaintiff and
12 Proposed Class members were not properly compensated for overtime at the appropriate rate of
13 pay because Defendant failed to compensate them at the appropriate overtime rate when they
14 worked over eight (8) hours in one day or forty (40) hours in one week. Additionally, Defendant
15 failed to pay Plaintiff and Proposed Class members at the rate of no less than twice the regular rate
16 of pay when they worked in excess of twelve (12) hours in one day.

17 30. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
18 right to take compliant meal periods by way of a lawful policy.

19 31. Plaintiff and all Proposed Class members have been forced by Defendant to work
20 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
21 and not being compensated one (1) hour of pay at the regular rate of compensation for each
22 workday that a meal period was not provided or provided after five (5) hours, all in violation of
23 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.
24 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take
25 meal periods by way of a lawful policy.

26 32. Plaintiff and the Proposed Class have been required to work four (4) hour
27 increments (or major fractions thereof) without being provided with a ten (10) minute rest period.
28 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest

1 periods by way of a lawful policy.

2 33. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
3 properly reimbursed expenses associated with the cost of tools and computer equipment necessary
4 for the completion of their job duties. Additionally, Plaintiff and the Proposed Class have not been
5 compensated for the mileage on their personal vehicles that was incurred as a necessary part of the
6 performance of their job duties.

7 34. Defendant willfully failed to pay wages and compensation when Plaintiff and all
8 Proposed Class members quit or were discharged. This failure was willful, without legal
9 justification, and interfered with Plaintiff's and Class Members' rights.

10 V.

11 CLASS ACTION ALLEGATIONS

12 35. Plaintiff brings this action on behalf of himself and all others similarly situated as
13 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
14 proposed class composed of and defined as follows:

15
16 All persons who are employed or have been classified as an
17 independent contractor by ESSINTIAL ENTERPRISE
18 SOLUTIONS LLC, in the State of California since four (4) years
19 prior to the filing of this action to the present plus any additional
20 time during which the statutes of limitation for the causes of action
herein were tolled pursuant to Emergency Rule 9 of the California
Rules of Court, the 'Emergency Rules Relates to COVID-19'.
("Proposed Class")

21 36. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
22 amend or modify the class description with greater specificity, by division into subclasses, or by
23 limitation to particular issues.

24 37. This action has been brought and may properly be maintained as a class action
25 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
26 community of interest in the litigation and the Proposed Classes are easily ascertainable.

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1 A. NUMEROSITY

2 38. The potential members of the Proposed Class as defined are so numerous that
3 joinder of all the members of the Proposed Class is impracticable. While the precise number of
4 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
5 that Defendant currently employ, and during the relevant time periods employed over 50 members
6 of the Proposed Class.

7 39. Plaintiff alleges that Defendant's employment records would provide information
8 as to the number and location of all Proposed Class members. Joinder of all members of the
9 Proposed Class is not practicable.

10 B. COMMONALITY

11 40. There are questions of law and fact common to the Proposed Class that predominate
12 over any questions affecting only individual Proposed Class members. These common questions
13 of law and fact include, without limitation:

14 a. Whether Defendant misclassified Plaintiff and the Proposed Class;
15 b. Whether Defendant failed to pay wages and/or overtime compensation as
16 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

17 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
18 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
19 of their right to take meal periods and by failing to provide required meal periods throughout the
20 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
21 periods;

22 d. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 -
23 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
24 of their right to take rest periods and failing to provide required rest periods throughout the term
25 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
26 periods;

27 e. Whether Defendant violated Labor Code § 2802 and/or Wage Order 4-2001
28 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost

1 of tools, computer equipment, and mileage;

2 f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
3 compensation due and owing at the time that any Proposed Class member's employment with
4 Defendant terminated;

5 g. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
6 Code by engaging in the acts previously alleged; and

7 h. Whether Plaintiff and the members of the Proposed Class are entitled to
8 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

9 i. Whether Defendant violated Labor Code §2699, *et seq.* by engaging in the
10 acts alleged herein.

11 C. TYPICALITY

12 41. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
13 all members of the Proposed Class sustained injuries and damages arising out of and caused by
14 Defendant's common course of conduct in violation of laws, regulations that have the force and
15 effect of law, and statutes as alleged herein.

16 D. ADEQUACY OF REPRESENTATION

17 42. Plaintiff will fairly and adequately represent and protect the interests of the
18 members of the Proposed Class. Counsel who represent Plaintiff and the Proposed Class are
19 competent and experienced in litigating large employment class actions.

20 E. SUPERIORITY OF CLASS ACTION

21 43. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy. Individual joinder of all Proposed Class members is not
23 practicable, and questions of law and fact common to the Proposed Class predominate over any
24 questions affecting only individual members of the Proposed Class. Each member of the Proposed
25 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
26 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to
27 reimburse expenses, and failing to pay all wages upon resignation or termination.

28 44. Class action treatment will allow those similarly situated persons to litigate their

1 claims in the manner that is most efficient and economical for the parties and the judicial system.
2 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
3 action that would preclude its maintenance as a class action.

4 VI.

5 FIRST CAUSE OF ACTION

6 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

7 FAILURE TO PAY WAGES AND/OR OVERTIME UNDER

8 LABOR CODE §§ 510, 1194, AND 1199

9 45. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
10 by reference all previous paragraphs.

11 46. Plaintiff and the Proposed Class were misclassified as independent contractors.

12 47. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
13 employees at the rate of no less than one and one-half times the regular rate of pay for any work
14 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
15 workweek or at the rate of no less than twice the regular rate of pay for any work in excess of
16 twelve (12) hours in one day.

17 48. Plaintiff and the Proposed Class were forced to work on a regular and consistent
18 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
19 and the Proposed Class were not paid at the proper overtime rate when they were working more
20 than eight (8) hours in one day or forty (40) hours in one week. Additionally, Plaintiff and the
21 Proposed Class were not paid at the rate of no less than twice the regular rate of pay when they
22 were working more than twelve (12) hours in one day.

23 49. By their policy of requiring Plaintiff and members of the Proposed Class to work
24 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
25 compensating them at the rate of one-half (1 ½) their regular rate of pay or in excess of twelve (12)
26 hours in one day at the rate of no less than twice the regular rate of pay, Defendant willfully
27 violated the provisions of Labor Code §§ 510, 1194 and 1199.

28 50. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class

1 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
2 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
3 costs.

4 VII.

5 SECOND CAUSE OF ACTION

6 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

7 FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

8 LABOR CODE § 226.7 AND LABOR CODE § 512

9 51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
10 by reference all previous paragraphs.

11 52. Plaintiff and the Proposed Class were misclassified as independent contractors.

12 53. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
13 compensation for each meal period the employer fails to provide. Employees are entitled to a first
14 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
15 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
16 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
17 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff
18 and the Proposed Class of these rights.

19 54. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
20 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
21 than thirty (30) minutes as required by the Labor Code during the relevant time period.

22 55. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours.
23 Defendant failed to provide Plaintiff and the Proposed Class with timely meal periods of not less
24 than thirty (30) minutes within the first ten (10) hours for shifts over ten (10) hours work as
25 required by the Labor Code during the relevant time period.

26 56. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
27 damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to
28 be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

57. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

58. Plaintiff and the Proposed Class were misclassified as independent contractors.

59. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

60. Plaintiff and the Proposed Class consistently worked shifts with no rest breaks, and Defendant failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period.

61. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

62. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

63. Plaintiff and the Proposed Class were misclassified as independent contractors.

64. Labor Code § 2802 requires employers to indemnify employees for all necessary

1 expenditures incurred by employees in the discharge of their duties.

2 65. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of
3 tools, computer equipment, and mileage for use of personal vehicles that were not provided by
4 Defendant but were necessary for the performance of Plaintiff and the Proposed Class's job duties.

5 66. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
6 been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
7 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

8 X.

9 FIFTH CAUSE OF ACTION

10 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

11 WAITING TIME PENALTIES UNDER LABOR CODE § 203

12 67. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
13 by reference all previous paragraphs.

14 68. Plaintiff and the Proposed Class were misclassified as independent contractors.

15 69. Numerous members of the Proposed Class including the Plaintiff are no longer
16 employed by Defendant. They were either fired or quit Defendant's employ.

17 70. Defendant's failure to pay wages, as alleged above was willful in that Defendant
18 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
19 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
20 penalty until paid for a period of up to thirty (30) days from the time they were due.

21 71. Defendant has failed to pay Plaintiff and others a sum certain at the time of
22 termination or within seventy-two (72) hours of their resignation and has failed to pay those sums
23 for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the
24 Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
25 members' daily wage multiplied by thirty (30) days.

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XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

72. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

73. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

74. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

75. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

76. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

77. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 78. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200, *et seq.* of the Business & Professions Code.

5 79. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
7 § 17200, *et seq.* of the Business & Professions Code.

8 80. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
9 others similarly situated have been damaged in a sum as may be proven.

10 81. Unless restrained, Defendant will continue to engage in the unlawful conduct as
11 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
12 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
13 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
14 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
15 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
16 Proposed Class the money Defendant has unlawfully failed to pay.

17 XII.

18 SEVENTH CAUSE OF ACTION

19 PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

20 82. Plaintiff, on behalf of himself and the aggrieved employees, reallege and
21 incorporate by reference all previous paragraphs.

22 83. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
23 seeks penalties under Labor Code § 2699, *et seq.* because of Defendant's violation of Labor Code
24 §§ 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, and 2802, which calls for civil penalties.

25 84. In addition to the meal period, rest period, and wage violations alleged in detail
26 above, Plaintiff also alleges a misclassification violation as the basis for a PAGA claim on behalf
27 of the aggrieved employees. Labor Code § 226.8 makes it unlawful for any person or employer to
28 willfully misclassify an individual as an independent contractor. (See also *Dynamex Operations*

1 *West, Inc. v. Superior Court*, (2018) 4 Cal.5th 903, 951.) Defendant willfully misclassified
2 Plaintiff and other aggrieved employees as independent contractors though they were, in fact,
3 employees. Defendant's failure to properly classify as employees Plaintiff and all aggrieved
4 employees was done on a regular and consistent basis.

5 85. For at least one (1) year prior to the date of the letter sent to the Labor and
6 Workforce Development Agency and Defendant giving notice of these PAGA claims and
7 continuing to the present, Defendant has violated Labor Code § 226.8, which makes it unlawful
8 for any person or employer to willfully misclassify an individual as an independent contractor.
9 Here, Plaintiff alleges that he and other aggrieved employees were misclassified by Defendant as
10 independent contractors.

11 86. Plaintiff alleges that Defendant violated Labor Code section 226.8 by failing to
12 properly classify as employees Plaintiff and all aggrieved employees and this violation was done
13 on a regular and consistent basis.

14 87. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
15 § 2699, *et seq.* because of Defendant's violation of Labor Code §§ 201, 202, 203, 226.7, 226.8,
16 510, 512, 558, 1194, and 2802, which call for civil penalties.

17 88. For each such penalty, Plaintiff and aggrieved employees are entitled to penalties
18 in an amount to be shown at trial, subject to the following formula:

19 a. \$100 for the initial violation per employee per pay period.

20 b. \$200 for each subsequent violation per employee per pay period.

21 89. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
22 twenty-five percent (25%) to the affected employees.

23 90. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
24 LWDA² and mailed a letter by certified mail to Defendant Essintial Enterprise Solutions LLC's
25 entity address, which is 100 Sterling Pkwy Ste 307 Mechanicsburg, PA 17050, as proscribed by
26

27 ² Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/295>).

1 the Code on November 4, 2020, describing Defendant's conduct in violation of Labor Code §§
2 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, and 2802. (See Exhibit "1".)

3 91. Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt
4 of the notice (see Exhibit "2") and a signed certified green return receipt from Defendant
5 establishing that it also received Plaintiff's notice. (see Exhibit "3".)

6 92. As no letter evidencing the LWDA's intention to investigate was received by
7 Plaintiff's Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
8 action as though the LWDA had not chosen to investigate pursuant to Labor Code
9 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
10 Amended Class and Representative Action Complaint immediately.

11 **RELIEF REQUESTED**

12 **WHEREFORE**, Plaintiff prays for the following relief:

13 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
14 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
15 action to the present as may be proven;

16 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
17 members' hourly wage for each rest period and/or meal period missed or taken late from at least
18 four (4) years prior to the filing of this action to the present as may be proven;

19 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
20 members' unreimbursed out of pocket expenses as a requirement of employment;

21 4. For penalties pursuant to Labor Code § 203 for all employees who were terminated
22 or resigned equal to their daily wage times thirty (30) days;

23 5. An award of prejudgment and post judgment interest;

24 6. An order enjoining Defendant and its agents, servants, and employees, and all
25 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
26 overtime, meal periods, rest periods, unreimbursed expenses, and wages upon
27 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226.7, 510, 512, 1194, 1199,
28 and 2802, and IWC 4-2001;

1 7. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

3 8. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
4 Code §§ 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, and 2802, and IWC 4-2001.

5 9. An award providing for payment of costs of suit;

6 10. An award of attorneys' fees; and

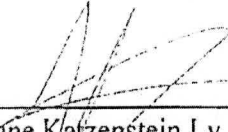
7 11. Such other and further relief as this Court may deem proper and just.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

10
11 DATED: January 8, 2021

KINGSLEY & KINGSLEY, APC

12
13 By: 

Liane Katzenstein Ly

14 Attorneys for Plaintiff Daniel Montoya and the
15 Proposed Class
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KINGSLEY & KINGSLEY

I L A W Y E R S I

November 4, 2020

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

ESSINTIAL ENTERPRISE SOLUTIONS LLC
100 Sterling Pkwy Ste 307
MECHANICSBURG, PA 17050

Re: DANIEL MONTOYA v. ESSINTIAL ENTERPRISE SOLUTIONS LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents DANIEL MONTOYA ("Plaintiff") and a proposed group of current and former individuals working for ESSINTIAL ENTERPRISE SOLUTIONS LLC ("Defendant") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an independent contractor by ESSINTIAL ENTERPRISE SOLUTIONS LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees")

Plaintiff and the aggrieved employees were misclassified by Defendant as independent contractors. Plaintiff and the aggrieved employees provided technology support and related services for Defendant and should have been classified as employees. Labor Code § 226.8 makes it unlawful for any person or employer to willfully misclassify an individual as an independent contractor. (See also *Dynamex Operations West, Inc. v. Superior Court*, (2018) 4 Cal.5th 903, 951.) Defendant willfully misclassified Plaintiff and other aggrieved employees as independent contractors though they were, in fact, employees. Defendant's failure to properly classify as employees Plaintiff and all aggrieved employees was done on a regular and consistent basis.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. As a result of its misclassification of Plaintiff and the aggrieved

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 4, 2020

Page 2 of 3

employees, Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant misclassified Plaintiff and the aggrieved employees as independent contractors. As such, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide timely meal periods; (2) required Plaintiff and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; and (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided.

As a result of the misclassification, Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek or at the rate of no less than twice the regular rate of pay for any work in excess of twelve (12) hours in one day.

Here, Plaintiff and other aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime as a result of Defendant's misclassification of these individuals as independent contractors.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Additionally, Plaintiff and other aggrieved employees were not properly compensated for all hours worked in excess of twelve (12) hours in one day.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, and as a result of the misclassification described above, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant also failed to maintain a compliant rest period policy. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 4, 2020

Page 3 of 3

In addition, Labor Code § 2802 provides that 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. As a result of its misclassification, Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of tools, computer equipment, and mileage for business related purposes. Defendant required that Plaintiff and the aggrieved employees use tools, computers, and their personal vehicles while working and this was necessary to perform their job duties. These tools, computers, and transportation were not provided by Defendant, and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with using these tools, computers, and personal vehicles.

Labor Code section 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

Here, as described above, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Given these allegations, Plaintiff requests that Defendant pay back any wages owed from one year prior to the date of this letter to the present, pursuant to Labor Code § 558.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226.7, 226.8, 510, 512, 558, 1194, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____

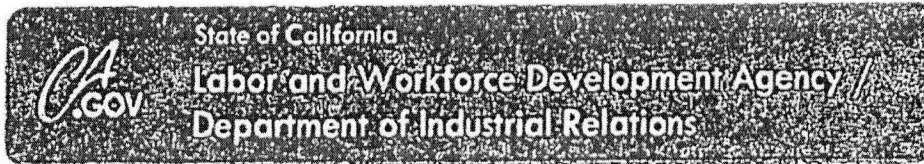
Liane Katzenstein Ly

LKL, jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/295>
 2. ESSINTIAL ENTERPRISE SOLUTIONS LLC via USPS Certified Mail # 7018 1130
0001 5815 3929

EXHIBIT "2"

EXHIBIT "2"
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Private Attorneys General Act (PAGA) - Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Liane

Your Last Name *

Katzenstein Ly

Firm Name (if any) *

Kingsley & Kingsley



Enter "in pro per" if you are representing yourself

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Daniel Montoya

Plaintiff/Aggrieved Employee Occupation *

Technician

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

ESSINTIAL ENTERPRISE SOLUTIONS LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

100 STERLING PKWY STE 307

Employer City

MECHANICSBURG

Employer State

Pennsylvania



Employer Zip/Postal Code

17050

Employer Industry *

Other



Employer Industry for "Other" *

Software and Tech Service

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations - Check All that Apply *

Child Labor - Specify Ages _____

- ☐ Child Labor
- ☒ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030-1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☐ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 - 1815)
- ☐ Apprenticeship (Labor Code 3070 - 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Provide Details of Other Violation *

Violation of Labor Code Section 558

Other(Maybe Multiple)

☐ Other Violation

PAGA Claim Type - Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5 - not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *	Billing Last Name *	Billing Email *
Eric	Kingsley	service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *	Billing State *	Billing Zip/Postal Code *
Encino	California	91436

Credit Card Type *	Credit Card Number *
Visa	4246315244306526

CVV Number *	Credit Card Expiration Month *	Credit Card Expiration Year *
825	07	2022

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

[Choose File](#) PAGA Letter- ...TIONS LLC.pdf

Other Attachment - (if any) (must be a .pdf)

[Choose File](#) No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAIInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

Submit

11/4/2020
11/4/2020
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11/4/2020
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11/4/2020

Gabrielle Medrano

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:51 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

11/4/2020

LWDA Case No. LWDA-CM-811636-20
Law Firm : Kingsley & Kingsley
Plaintiff Name : Daniel Montoya
Employer: ESSINTIAL ENTERPRISE SOLUTIONS LLC Filing Fee : \$75.00 IFP Claimed : No

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

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Gabrielle Medrano

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:51 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-811636-20

Order Number: ORD-000085948

Total: \$75.00

Card Type: Visa

Date: 11/4/2020

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

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Gabrielle Medrano

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 4, 2020 11:48 AM
To: Service Email
Subject: Thank you for your Court Complaint Submission

11/04/2020 11:47:29 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint

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

EXHIBIT "3"

Q
A
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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:

ESSENTIAL ENTERPRISE SOLUTIONS
100 Sterling Pkwy Ste 307
Mechanicsburg, PA 17050

9590 9402 6094 0125 0614 97

2. Article Number (Transfer from service label)

7018 1136 0001 5819 3929

PS Form 3811, JUN 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COVDO 19 JP

☒ Agent

☐ Addressee

B. Received by (Printed Name)

W. J. COVDO

C. Date of Delivery

11-10-20

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☒ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt