

WHITEHEAD EMPLOYMENT LAW

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

30-2021-01196873-CU-OE-CXC

Assigned for all Purposes

Judge James J. Di Cesare

C-16

GEOFF CADENA, an individual;
ABRAHAM ARREQUIN, an individual,
each on his own behalf, and in their
representative capacity on behalf of all other
similarly situated Aggrieved Employees,

Plaintiffs,

v.

MEDICREDIT, INC., a Missouri
corporation; and PARALLON REVENUE
CYCLE SERVICES, INC., a Missouri
corporation, and DOES 1 through 25,
inclusive,

Defendants

**COMPLAINT FOR DAMAGES FOR
VIOLATION OF LABOR CODE § 2698 Et
Seq. (Private Attorneys General Act of 2004)**

Plaintiffs GEOFF CADENA, an individual, and ABRAHAM ARREQUIN, an individual on his own behalf, ("Plaintiffs"), and in their representative capacity on behalf of all other similarly situated current or former employees of Defendant (the "Aggrieved Employees"), hereby bring this Complaint ("Complaint") against MEDICREDIT, INC. a Missouri corporation

1 and PARALLON REVENUE CYCLE SERVICES, INC., a Missouri corporation
2 (“DEFENDANTS”) and DOES 1 through 25, inclusive, and state and allege as follows:

3 **INTRODUCTION**

4 1. This action is brought pursuant to Labor Code section 2698 *et seq.* (Private Attorneys
5 General Act of 2004) (the “PAGA”) for Defendants’ violations of Labor Code sections 201-203,
6 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 2802 and applicable Industrial Wage Commission,
7 Wage Order No. 4-2001 (“IWC no. 4”).

8 2. California has enacted the PAGA to permit individuals to bring an action on behalf of
9 themselves and on behalf of others similarly situated “(Aggrieved Employees”) for PAGA
10 penalties only, which is the precise and sole nature of this action.

11 3. Accordingly, Plaintiffs seek to obtain all applicable relief for Defendants’ violations
12 under the PAGA and solely for relief as permitted by PAGA – that is penalties and any other
13 relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be
14 construed as attempting to obtain any relief that would not be available in a PAGA only
15 action.

16 4. This complaint challenges Defendants’ systemic illegal employment practices resulting in
17 violations of the Labor Code against Plaintiffs and the Aggrieved Employees.

18 5. Plaintiffs are informed and believe and based thereon allege that Defendant and DOES 1
19 through 25, jointly and severally acted intentionally and with deliberate indifference and
20 conscious disregard to Plaintiffs’ rights by failing to lawfully compensate Plaintiffs and similarly
21 situated Aggrieved Employees their full and proper wages in compliance with the California
22 Labor Code and applicable Industrial Wage Orders (“IWC”); failed to provide them with Labor
23 Code and IWC compliant rest and meal break periods; and failed to reimburse them for work-
24 related expenses incurred in the discharge of their duties as further alleged herein.
25

26 **THE PARTIES**

27 6. Plaintiff Geoff Cadena is and was, at all times relevant to this Complaint, an adult
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1 individual working remotely for Defendant in Riverside County, California.

2 7. Plaintiff, Abraham Arreguin is and was, at all times relevant to this Complaint, an adult
3 individual working for Defendant remotely in Orange County, California.

4 8. At all times relevant to this Complaint, Defendant, MediCredit, Inc. is and was a Missouri
5 corporation, qualified and doing business and employing persons throughout California, where it
6 employed Plaintiffs and the Aggrieved Employees.

7 9. At all times relevant to this Complaint, Defendant, Parallon Revenue Cycle Services, Inc.
8 is and was a Missouri corporation, qualified and doing business and employing persons
9 throughout California, where it employed Plaintiffs and the Aggrieved Employees.

10 10. Plaintiffs are unaware of the true names or capacities of Defendants sued herein under
11 the fictitious names DOES 1 through 25, inclusive, but pray for leave to amend and serve such
12 fictitiously named Defendants pursuant to California Code of Civil Procedure section 474 once
13 their names and capacities become known.

14 11. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 25, inclusive,
15 are the partners, agents, owners, shareholders, managers, principals or employees of Defendant
16 and/or and were acting on behalf of Defendant.

17 12. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
18 omissions alleged herein was performed by or is attributable to Defendant, each acting as the
19 agent for the other, with legal authority to act on the other's behalf. The acts of any and all
20 Defendants were in accordance with, and represent the policy of, all Defendants.

21 13. At all times herein mentioned, Defendants, and each of them, ratified each and every act
22 or omission complained of herein. At all times herein mentioned, Defendant, and each of them,
23 aided and abetted the acts and omissions of each and all of the other Defendant in proximately
24 causing the damages herein alleged.

25 14. Plaintiffs are informed and believe, and thereon allege, that each of the Defendants is in
26 some manner intentionally, negligently or otherwise responsible for the acts, omissions,
27 occurrences and transactions alleged herein.
28

1 **ALTER EGO, AGENCY AND JOINT EMPLOYER**

2 15. Plaintiff is informed and believes and based thereon alleges that there exists such a
3 unity of interest and ownership between Defendants that the individuality and separateness of
4 Defendants have ceased to exist.

5 16. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
6 of purported corporate existence, Defendants are in reality one and the same including, but not
7 limited to, because:

- 8 a. Defendants are completely dominated and controlled by the same persons
9 and/or entities who committed the violations of laws as set forth in this
10 complaint, and who have hidden and currently hide behind corporate
11 formalities to perpetrate frauds, circumvent statutes, or accomplish some
12 other wrongful or inequitable purpose;
- 13 b. Defendants have acted on behalf of those persons and/or entities who violate,
14 or cause to be violated, the provisions of law cited herein;
- 15 c. Defendants are owners, managers, officers, or managing agents of the
16 persons and/or entities who violate, or cause to be violated, the provisions of
17 law cited herein, and the term “managing agent” has the same meaning as in
18 subdivision (b) of Section 3294 of the California Civil Code;
- 19 d. Defendants derive actual and significant monetary benefits by and through
20 the persons and/or entities who violate, or cause to be violated, the provisions
21 of law cited herein, by using them as funding sources for their own personal
22 expenditures;
- 23 e. Plaintiffs are informed and believe and based thereon allege that Defendants,
24 while really one and the same, were segregated to appear as though separate
25 and distinct for purposes of perpetrating a fraud, circumventing a statute, or
26 accomplishing some other wrongful or inequitable purpose;
- 27 f. Plaintiffs are informed and believe, and based thereon allege that Defendants
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1 do not comply with all requisite corporate formalities to maintain a legal and
2 separate corporate existence; and

3 g. Plaintiffs are informed and believe, and based thereon allege, that the
4 business affairs of Defendants are, and at all times relevant were, so mixed
5 and intermingled that the same cannot reasonably be segregated, and the
6 same are in inextricable confusion. Each of Defendants at all times relevant
7 was used by one another as a mere shell and conduit for the conduct of
8 certain of Defendants' affairs, and is, and was, the alter ego of the others.
9 The recognition of the separate existence of Defendants would not promote
10 justice in that it would permit Defendants to insulate themselves from
11 liability to Plaintiffs and the Aggrieved Employees for violations of the
12 Labor Code and other statutory violations. The corporate existence of
13 Defendants should be disregarded in equity and for the ends of justice
14 because such disregard is necessary to avoid fraud and injustice to Plaintiffs
15 and the Aggrieved Employees herein.
16

17 17. Accordingly, Defendants constitute the alter ego of one another, and the fiction of their
18 separate corporate existence must be disregarded.
19

20 18. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based
21 thereon allege that Defendants were Plaintiffs' and the Aggrieved Employees' joint employers
22 by virtue of a joint enterprise, and that Plaintiffs and the Aggrieved Employees was/were at all
23 relevant times, employees of Defendants. Plaintiffs and the Aggrieved Employees performed
24 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and
25 all Defendants shared control of Plaintiffs and the Aggrieved Employees as employees, either
26 directly or indirectly, and the manner in which Defendants' business was and is conducted.
27
28

1 **JURISDICTION**

2 19. This Court has jurisdiction over the violations of the PAGA and Labor Code sections 201-
3 203, 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 2802 and the provisions of IWC No. 4.

4 20. This Court has jurisdiction over Defendants, because upon information and belief, at all
5 relevant times, Defendants had sufficient minimum contacts in California or otherwise
6 intentionally avail themselves of California law so as to render the exercise of jurisdiction over
7 them by the California courts consistent with traditional notions of fair play and substantial justice.

8 21. Venue is proper in this Court because, upon information and belief, the named Defendants
9 transact business and/or has business locations in this county and the acts and omissions alleged
10 herein took place in this county.

11 22. The civil penalties sought in this action exceed the minimum jurisdiction limits of this
12 Court and will be established according to proof at trial.

13 **GENERAL ALLEGATIONS**

14 23. Plaintiffs allege that they and similarly situated employees are or were formerly employed
15 by Defendants throughout the State of California during the relevant period.

16 24. Plaintiff Cadena has been employed by Defendants as a regular, hourly nonexempt, full
17 time employee from approximately May 14, 2014 to the present date as a collector. During his
18 employment, Plaintiff Cadena has worked remotely from his home. His routine job duties include
19 performing receivables collection services for Defendant's clients which demand a high volume
20 of digital and telephonic interface with consumers/account holders to negotiate, obtain and
21 process payments and routine communications with his supervisors, managers and other staff.

22 25. Plaintiff Abraham Arrequin was employed by Defendants as an hourly, nonexempt, full
23 time senior collector from September 18, 2019 to on or about June 17, 2020. Plaintiff Arrequin
24 also performed collection services for Defendants' clients, while working from home, contacting
25 and processing payments from account holders.

26 26. The specifics of the duties performed, and the allegations herein were common to the
27 Representative Plaintiffs and the similarly situated Aggrieved Employees who held positions as
28

collectors.

27. During the relevant statutory period, Plaintiffs and similarly situated employees who worked remotely were daily required to start up their computer systems and to have all working platforms and applications/software open prior to clocking in for work. This daily startup process took Plaintiffs and the Aggrieved Employees anywhere between thirty and forty-five minutes. Nevertheless, this time spent starting up their systems, the platform and applications they used was never recorded nor compensated by the Defendants, as Defendants specifically mandated those tasks were to be performed *prior to clocking in*. This 30-45 minute startup process occurred at the beginning of every single shift, during the relevant statutory period.

28. Moreover, throughout Plaintiffs' employment they were subjected to Defendants' mandatory strict call quotas which had to be met, independent of and regardless of the amounts of receivables collected. As a result of Defendants' mandatory quota policies, (imposed and daily supervised by managers and supervisors) at least 75 percent of the time Plaintiffs and similarly situated Aggrieved Employees routinely worked through or missed rest and meal break periods altogether. At no time did Plaintiffs ever validly waive their meal break periods.

29. These missed and on-duty rest and meal breaks were never recorded nor compensated by Defendants. Defendants' operational priority and focus was/is on maintaining, tracking and recording their employees' collection quotas. Maintaining accurate records of the actual hours the Plaintiffs and Aggrieved Employees were working and paid were of far lesser concern, let alone the maintenance of accurate record keeping with regard to missed and non-compliant rest and meal breaks periods and premium pay they owed their employees in lieu thereof.

30. Despite Defendants' full knowledge that their operational policies and procedures effectively impeded their nonexempt employees from taking a rest break after working for four hours or a major fraction thereof, or from taking a duty-free meal break of 30 minutes after the fifth hour of labor worked, at no time have Defendants ever paid Plaintiffs or the Aggrieved Employees, premium pay to which they were lawfully entitled each time they were not provided with their breaks. Nor did or have Defendants compensated them for every hour they actually

1 worked during those rest and meal break periods.

2 31. The logistics of Plaintiffs and the Aggrieved Employees job as receivables collectors
3 necessitated cell phone and internet function and services. However, up until January 1, of 2021,
4 Plaintiff and the similarly situated Aggrieved Employees were daily using their personal cell
5 phones and internet WI-FI services to log into Defendant's computer platform, to communicate
6 by telephone calls or texts with supervisors, colleagues and account holders throughout the
7 workday – especially during the Covid-19 shut down without reimbursement. Whenever Skype
8 or Outlook malfunctioned, (as was frequently the case) Plaintiffs and Aggrieved Employees
9 would have to rely on their personal cell phones for intra-organizational communications.

10 32. As stated, Plaintiffs and a substantial number of the Aggrieved Employees were never
11 fully reimbursed (if at all) by Defendants for the personal cell phone and internet Wi-fi expenses
12 they necessarily incurred in the discharge of their job duties during the relevant statutory period.

13 33. In failing to account and compensate with accuracy, all of the hours worked by the
14 Plaintiffs and the Aggrieved Employees, including overtime hours they worked every day because
15 of the mandatory off-the-clock pre-login duties they had to perform each morning and by failing
16 to record and pay premium pay for missed/non-compliant rest and meal break violations,
17 Defendants consequently also failed to furnish them with accurate wage statements pursuant to
18 the requirements of Labor Code § 226 by failing to accurately record the Plaintiffs and the
19 Aggrieved Employees' respective (1) gross wages earned, (2) net wages earned, and (3) all
20 applicable hours worked during each and every pay period, during the statutory period, along with
21 the correct hourly rates of pay.

22 34. Plaintiff Arrequin was terminated by Defendants on or about June 17, 2020. In addition
23 certain of the other Aggrieved Employees' employment relationships with Defendants ended
24 during the statutory period. However, due to the allegations asserted herein, Plaintiff Arrequin
25 and such Aggrieved Employees whose employment relationships with Defendants ended, were
26 not paid all wages they were due immediately upon termination or within 72 hours thereafter, if
27 they had provided Defendant with advance notice that they intended to quit as required under
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1 Labor Code Section 201. As of the filing of this action, Defendants have not paid Plaintiff
2 Arreguin and such Aggrieved Employees the waiting statutory time penalties to which they were
3 entitled for Defendants' failure to pay them all wages due at the time of their termination or
4 discharge under Labor Code Section 203.

5 35. Plaintiffs bring this case as a representative action seeking penalties for the State
6 of California in their representative capacities, as provided by the Private Attorneys General
7 Act ("PAGA") to the extent permitted by law, and as aggrieved employees who held the
8 nonexempt positions identified herein and who were subjected to Defendants' violations of the
9 Labor Code. A true and correct copy of the December 8, 2020 written notice showing
10 compliance with Labor Code § 2699.3 is attached hereto as **Exhibit A** and demonstrates that
11 the named Plaintiffs are aggrieved employees who have standing to bring a representative
12 action on behalf of the State of California and Labor and Workforce Development Agency (the
13 "LWDA") as private attorney generals. No notice of cure by Defendants was provided and no
14 notice of investigation was received from the LWDA within the statutorily proscribed 65-day
15 period since the mailing of the written notice. Accordingly, Plaintiffs file this representative
16 action as specifically permitted and authorized by Labor Code § 2699.3(a)(2)(A).

17
18 **FIRST CAUSE OF ACTION**

19 **For Violation of the Private Attorneys General Act of 2004**

20 **California Labor Code §2698, et seq.**

21 **(Against Defendants and Does 1-25, Inclusive)**

22 36. Plaintiffs re-allege and incorporate by reference all of the foregoing paragraphs, as
23 though fully set forth herein.

24 37. The PAGA expressly establishes that any provision of the California Labor Code which
25 provides for a civil penalty to be assessed and collected by the Labor and Workforce
26 Development Agency (the "LWDA"), or any of its departments, divisions, commissions,
27 boards, agencies or employees for a violation of the California Labor Code may be recovered
28

1 through a civil action brought by an aggrieved employee on behalf of himself or herself, and
2 other current or former employees.

3 38. Plaintiffs, by their current and past employment relationships with Defendant
4 and Defendants' violations of the Labor Code as alleged herein, are Aggrieved Employees with
5 standing to bring an action under the PAGA.

6 39. Plaintiffs, by virtue of **Exhibit A** have satisfied all prerequisites to serve as
7 representatives of the general public to enforce California's labor laws including, without
8 limitation, the penalty provisions identified in Labor Code § 2699.5. Since the LWDA took no
9 steps within the time period required to intervene and because Defendants took no corrective
10 action to remedy the allegations set forth above, Plaintiffs, as representatives of the people of
11 the State of California, will seek any and all penalties otherwise capable of being collected by
12 the Labor Commission and/or the DLSE. This includes each of the following, as is set forth in
13 Labor Code § 2699.5, which states:

14 "The provisions of subdivision (a) of Section 2699.3 apply to any alleged
15 violation of the following provisions: subdivision (k) of Section 96, Sections
16 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1,
17 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,
18 Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections
19 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231,
20 subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233,
21 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5,
22 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8,
23 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025,
24 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174,
25 Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section
26 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5,
27 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
28 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections
1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1,
1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2),
and (3) of subdivision (a) of and subdivision (e) of Section 1701.4, subdivision
(a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774,
1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1,
Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section
2929, and Sections 3095, 6310, 6311, and 6399."

1 40. Plaintiffs are informed and believe and thereupon allege that Defendants have violated
2 and continue to violate the provisions of the Labor Code and applicable Wage Order.

3 41. Pursuant to Labor Code section 2699, any provision of the Labor Code that already
4 provides a civil penalty to be assessed and collected by the Labor and Workforce Development
5 Agency, or any of its departments, divisions, commissions, boards, agencies or employees for
6 violation of the code or does not provide a civil penalty may be recovered through a civil action
7 brought by an aggrieved employee on behalf of himself or herself, and other current or former
8 employees pursuant to the procedures set forth in Labor Code, section 2699.3.

9 42. Plaintiffs, on their own behalf, and on behalf of the other similarly situated Aggrieved
10 Employees are “aggrieved employees” because they were employed by the violators (the
11 named Defendants herein and their related Doe affiliates and subsidiaries), during the one-year
12 statutory time period and during such time period, were subjected to one or more violations,
13 including Labor Code sections 201-203, 204, 226(a), 226.7, 510, 512, 1174, 1194(a), 2802 and
14 IWC No. 4, and are therefore properly suited to represent the interests of PAGA persons.

15 43. Plaintiffs are informed and believe that Defendants have violated and continue to
16 violate provisions of the Labor Code and applicable Wage Order No. 4. Despite mailing of
17 **Exhibit A** at least 65-days prior to the filing of the filing of this First Amended Complaint, the
18 LWDA did not notified Plaintiffs that it intends to investigate the alleged Labor Code violations
19 identified in **Exhibit A**, such that, by operation of law Plaintiffs are entitled to commence this
20 cause of action as a representative action under the PAGA. *See Lab. Code 2699.3(a)(2)(A)*.

21
22 **Failure to Pay Wages**

23 40. Labor Code §200(a) defines “wages” as “all amounts for labor performed by employees
24 of every description, whether the amount is fixed or ascertained by the standard of time, task,
25 piece, commission basis or other method of calculation.”

26 41. Plaintiffs and the Aggrieved Employees were at all relevant times subject to
27 California’s laws and regulations protecting employees’ entitlement to be paid and presumption
28

1 to be paid all wages earned for labor performed, including an hourly wage for each and every
2 hour worked.

3 42. Labor Code § 1194 provides that employees are entitled to wages and
4 compensation for work performed, at the legal rate, including straight time, overtime, and
5 double time.

6 43. Furthermore, under Labor Code §1194, employees must be separately paid an
7 hourly wage for each and every hour worked.

8 44. At all relevant times herein, Defendants were required to compensate Plaintiffs
9 and the Aggrieved Employees wages for all hours worked, including time that they worked
10 while off the clock pursuant to Labor Code §1194.

11 45. By uniformly and systemically failing to track and record all of the hours
12 worked by Plaintiffs and the Aggrieved Employees, Defendants were able to skim wages from
13 the Plaintiffs and the Aggrieved Employees by not paying them a separate hourly wage for
14 each and every hour worked.

15 46. Through their unlawful and illegal policies and practices, Defendants failed to
16 pay Plaintiffs and the Aggrieved Employees all wages owed to them during the relevant time
17 period.

18
19 **Failure to Provide Meal Periods and Rest Periods**

20 47. In accordance with the mandates of Labor Code §226.7 and 512, and IWC No.
21 4, Defendants were required to authorized and permit their non-exempt employees to take a
22 ten-minute rest break for every four (4) hours worked or a major fraction thereof and were
23 further required to provide their non-exempt employees with an uninterrupted, duty free, 30-
24 minute meal period for every five (5) hours worked.

25 48. As a pattern and practice, and through their operational policies, procedures
26 and practices, Defendants failed to relinquish control and provide Plaintiffs and the
27 Aggrieved Employees with legally mandated meal periods and rest breaks and failed to pay
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proper premium pay compensation for such failures in violation of Labor Code §§ 226.7, 512 and IWC No. 4 Section 12.

Failure to Provide Maintain Accurate Records of Hours Worked and Wages Earned

49. At all times relevant herein, Defendants were required to keep accurate records showing the names and addresses of all employees employed and showing all hours worked daily, wages earned and paid, pursuant to the mandates of Labor Code §1174.

50. As a result of and in addition to Defendants' various Labor Code violations, Defendant failed to track and record the pre-login time that the Plaintiffs and Aggrieved Employees were working while off the clock or to track and record missed rest and meal break periods and premium pay owed in lieu of the missed breaks. Thus, as alleged, Defendants have failed to maintain accurate records of all hours worked and wages paid at their applicable respective corresponding rates of pay in violation of Labor Code §1174.

Failure to Pay Overtime Wages

51. At all times relevant herein, Defendants were required to compensate their non-exempt employees minimum wages for all hours worked and overtime wages for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the mandates of Labor Code §510, 1194, 1197, and 1198.

52. As a pattern and practice, Defendant routinely failed to pay Plaintiffs and the Aggrieved Employees for all hours worked including all hours actually worked, including hours worked while off the clock or during rest and meal break periods. The unrecorded labor that was thus performed every morning prior to logging in and during rest and meal break periods was never tracked, accounted for, nor compensated as proper overtime hours that Plaintiffs and the Aggrieved Employees worked during the statutory period.

53. Defendants have thus failed to compensate Plaintiffs and the Aggrieved Employees overtime wages they were due.

1 **Failure to Provide Complete and Accurate Wage Statements**

2 54. Pursuant to the mandate of Labor Code §§ 226 “every employer shall,
3 semimonthly or at the time of each payment of wages, furnish each of his or her employees,
4 either as a detachable part of the check, draft, or voucher paying the employees’ wages or
5 separately when wages are paid by personal check or cash, an accurate itemized statement in
6 writing showing (1) gross wages earned, (2) total hours worked by the employee... (5) net
7 wages earned, (6) the inclusive dates of the period for which the employee is paid..., and (9)
8 all applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each hourly rate by the employee...”

10 55. As a result of Defendants’ operational procedures, policies and practices, and
11 the various Labor Code violations alleged herein, Defendants failed to keep accurate records
12 and failed in their affirmative obligation to provide Plaintiffs and the Aggrieved employees
13 with accurately itemized wage statements that correctly and accurately reflected the true total
14 number of hours each of them actually worked during each and every pay period, their gross
15 wages earned, all deductions, and net wages earned, along with their applicable
16 corresponding hourly rates, including premium pay for missed rest and/or meal breaks and
17 including overtime rates for each respective hourly rate of overtime worked. The inaccurate
18 wage statements were not caused by inadvertent and occasional clerical mistakes, but rather
19 were the result of pre-determined, deliberate and uniform deliberate policies and practices of
20 Defendants.
21

22 **Failure to Timely Pay Wages**

23 56. Pursuant to Labor Code §204, all wages earned by Plaintiffs and the Aggrieved
24 Employees were and are “due and payable twice during each calendar month, on days
25 designated in advance by the employer as regular paydays.” For labor performed between the
26 1st and 15th days, inclusive of any calendar month” payment is due no later than the 26th day of
27 the month. “... for labor performed between the 16th and the last day, inclusive, of any calendar
28 month, payment is due no later than the 10th day of the following month...” By failing to pay

1 Plaintiffs and the Aggrieved Employees properly, Defendant deprived them of timely payment
2 of all wages earned, when due and owing at these regularly schedule intervals throughout the
3 relevant statutory time period in violation of Labor Code §204.

4 **Failure to Pay Wages Due Upon Termination or Separation of Employment**

5 57. Labor Code §§ 201 and 202 require employers such as Defendant to pay their
6 employees all wages due at the time of termination or discharge within the time specified by
7 law.

8 58. At all times relevant, Labor Code § 201 provides that if an employer discharges
9 an employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately.

11 59. At all times relevant, Labor Code § 202 provides that if employees not having
12 a written contract for a definite period quits their employment, their wages shall become due
13 and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance
14 notice of their intention to quit, in which case the employee is entitled to their wages at the time
15 of quitting.

16 60. At all times relevant, Labor Code § 203 provides that an employer who willfully
17 fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, any wages of
18 an employee who is discharged or who quits, the wages of the employee shall continue as a
19 penalty from the due date thereof at the same rate until paid or until an action therefore is
20 commenced, up to a maximum of thirty (30) calendar days.

21 61. As alleged supra, the Plaintiff Arrequin and certain of the Aggrieved Employees
22 ceased employment with Defendants during the statutory PAGA period. At the time of
23 separation, each of these individuals was entitled to be paid all wages each was due for all the
24 hours each of them respectively worked, but to date, Plaintiff, Arrequin, nor the formerly
25 employed Aggrieved Employees have received such compensation.
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27
28

1 62. Defendants have violated Labor Code § 201-203 by failing to pay all accrued
2 wages due to Plaintiff, Arrequin and the Aggrieved employees who were discharged or who
3 voluntarily quit during the relevant period.

4
5
6 **Failure to Reimburse Expenses**

7 63. California Labor Code § 2802 provides that an employer shall indemnify his or
8 her employees for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties.

10 64. As alleged supra, Defendants required or require as a condition of employment
11 that Plaintiffs and the Aggrieved Employees utilize their personal cell phones and their personal
12 internet Wi-Fi services in the daily and routine discharge of their duties to communicate with
13 account holders, colleagues, managers, and supervisors, in the execution of job functions. Up
14 until January 1, 2021, Defendant did not and has reimbursed Plaintiffs and the Aggrieved
15 Employees for the expenses they incurred for the daily use of their personal cell phones and
16 internet Wi-Fi in order to perform their job duties.

17 65. As a direct result of Defendants' conduct in not reimbursing Plaintiffs and the
18 Aggrieved Employees for their work-related expenses necessarily incurred in the discharge of
19 their job duties, Defendants have violated Labor Code Section 2802.

20
21 **Damages**

22 66. Defendants' actions constitute continuing and ongoing unlawful activity prohibited by
23 the California Labor Code, as alleged and therefore these acts constitute violations of the
24 PAGA.

25 67. Pursuant to California Labor Code § 2699, Plaintiffs request and are entitled to recover
26 from Defendants civil penalties in the amount of a hundred dollars (\$100) for each aggrieved
27 employee per pay period for each initial violation, and two hundred dollars (\$200) for each
28 aggrieved employee per pay period for each subsequent violation; and

1 68. Attorneys' fees and costs pursuant to Labor Code § 2699(g) and any other applicable
2 statute.

3 69. As alleged supra, notice of these violations were provided pursuant to Labor Code
4 §2699.3 asking the LWDA if it intends to investigate the alleged violations. More than 65 days
5 have passed since notice was provided and Plaintiffs have not received any notification from
6 the LWDA that it intends to investigate the alleged violations. Therefore, the representative
7 Plaintiffs are entitled to prosecute the PAGA claims under Labor Code §2699, et seq.

8 70. The proper measure of damages and penalties under the PAGA is as to all Aggrieved
9 Employees, whether a part of this action or not. Further this claim needs no certification to
10 proceed with recovery. See *Arias v. Superior Court* (2009) 46 Cal. 4th 969, 970-975.

11 71. Accordingly, Plaintiffs respectfully request that the Court award judgment and relief in
12 their favor including civil penalties under California Labor Code §2699 in the amount of one
13 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation,
14 and two hundred dollars (\$200) for each Aggrieved Employee per pay period for each
15 subsequent violation during the relevant period, according to proof.

16 72. Plaintiffs as the personal representatives of the Aggrieved Employees, will and do seek
17 to recover any and all penalties for each and every violation shown to exist or to have occurred
18 during the liability period, in an amount according to proof, as to those penalties that are
19 otherwise only available to public agencies. Said funds recovered will be distributed in
20 accordance with the PAGA, with at least 75% of said PAGA penalty recovery being reimbursed
21 to the State of California and the LWDA.

22
23 **PRAYER FOR RELIEF**

24 WHEREFORE, the representative Plaintiffs, pursuant to the PAGA pray for judgment as
25 follows:

26 73. Upon the PAGA Cause of Action, for civil penalties and wages pursuant to statute as
27 set forth in Labor Code §2698 et seq., for Defendants' violations of Labor Code §§ 201-203,
28 204, 226(a), 226.7, 510, 512, 1174(d), 1194, 2802 and applicable Wage Order No. 4.

1 74. Upon the PAGA Cause of Action, for attorneys' fees and costs pursuant to Labor Code
2 §2699.3 and any other applicable statute; and

3 75. For such other and further relief the Court may deem just and proper.
4

5
6 DATED: April 21, 2021

WHITEHEAD EMPLOYMENT LAW

7
8 By: 
9 Jacob N. Whitehead, Esq.
10 Meghan Higday, Esq.
11 Attorneys for Plaintiffs
12 And the Aggrieved Employees
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EXHIBIT A



December 8, 2020

Via Online Filing

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Via Certified Mail

C T Corporation System
Registered Agent for
MediCredit, Inc.
818 West Seventh Street, Suite 930
Los Angeles, California 90017

Via Certified Mail

C T Corporation System
Registered Agent for
Parallon Revenue Cycle Services, Inc.
818 West Seventh Street, Suite 930
Los Angeles, California 90017

Via First Class Mail

Sarah R. Galvarro, Esq., Counsel for
MediCredit, Inc.
Parallon Revenue Cycle Services, Inc.
One Park Plaza
Nashville, Tennessee 37203

Re: Notice Pursuant to the Private Attorneys General Act, California Labor
Code § 2699.3 (the "PAGA")

Dear Sir(s) and/or Madam:

Please be advised that the representative plaintiffs: Geoff Cadena and Abraham "AJ" Arreguin ("Plaintiffs") have retained Whitehead Employment Law to represent them and other similarly-situated current and former employees (collectively, the "Aggrieved Employees") against their joint employers in fact, MediCredit, Inc., a Missouri corporation, and Parallon Revenue Cycle Services, Inc., a Missouri corporation (hereinafter "Defendants") regarding claims of violations of the California Labor Code, the Industrial Welfare Commission's applicable Wage Orders, and other applicable employment laws. Parallon Revenue Cycle Services, Inc., ("Parallon") is the parent company of MediCredit, Inc. ("MediCredit"). At all relevant times herein, Parallon jointly with MediCredit set and controlled operational policies and practices of Parallon and MediCredit employees

Defendants currently or formerly employed Plaintiffs and other Aggrieved Employees, who work or have worked as exempt or non-exempt employees, including but not limited to collectors or other similarly situated positions (the "Covered Positions"). This notice formally serves to inform Defendants of Plaintiffs' intent to file a PAGA action complaint against Defendants and bring causes of action for violations of the PAGA and for injunctive relief including, but not limited to claims for Defendants' failure to provide compliant rest breaks; failure to pay for every hour worked; failure to maintain accurate records of all hours worked; failure to reimburse job-related expenses; failure to furnish accurately itemized wage statements; failure to timely pay all wages due to Aggrieved

Employees who ceased employment with Defendants during the statutory period upon their separation or termination of employment.

Based upon these violations, as further detailed below, Defendants violated numerous provisions of California's Labor Code including, but not limited to, violations of Labor Codes 201-203, 204, 226(a), 226.7, 510, 512, 1174 (d), 1194(a), 2802, and Industrial Welfare Commission Wage Order No. 4-2001 (IWC No. 4) as further detailed herein below.

Geoff Cadena was employed by Defendants on May 14, 2014 and remains currently employed by Defendants as a full time, hourly compensated, non-exempt collector. As part of his job duties, Geoff Cadena is assigned accounts receivables from medical centers and contacts and processes payments from account holders for those accounts.

Abraham "AJ" Arreguin was formerly employed by Defendants from approximately September 16, 2018 until approximately June of 2020, as a full time, hourly-compensated, non-exempt collector. Abraham "AJ" Sandoval was assigned accounts receivables from medical centers and contacted and processed payments from account holders for those accounts.

During the relevant statutory period, Plaintiffs and the Aggrieved Employees were required to start up their computer systems prior to clocking in for work. This daily process would take anywhere from thirty to forty-five minutes. Plaintiffs and the Aggrieved Employees were never paid for this time they were working while off the clock, prior to logging in, as Defendants expected it to be done prior to the beginning of their official start times. Plaintiffs and the Aggrieved Employees routinely had to work unpaid anywhere from fifteen minutes up to forty-five minutes if there were system issues or failures, which routinely occurred, at the beginning of every shift.

During the relevant statutory period, Plaintiff Arreguin and certain other Aggrieved Employees regularly did not receive their meal or rest breaks. The call quotas demanded by superiors allowed no time for rest breaks, and effectively prevented Plaintiff Arreguin and certain of the Aggrieved Employees from taking any of their lawfully entitled rest breaks for every four hours of labor worked or a major fraction thereof. Defendants demanded that call quotas had to be met regardless of the amount of money collected from each account holder. Consequently, Plaintiff Arreguin routinely worked without meal or rest breaks in order to meet his superior's call quota demands each working shift. As a result, Plaintiff Arreguin and certain of the Aggrieved Employees were rarely provided with the ability to take their meal or rest breaks due to Defendants' demands that work and quotas must be met during their shift prior to being allowed to take a break. Defendants have never paid Plaintiff Arreguin and the Aggrieved Employees premium pay to which they were entitled for the missed and non-compliant rest and meal breaks. At no time did Plaintiff Arreguin or the Aggrieved Employees lawfully waive their rest and meal break periods.

Further, during the relevant statutory period, Plaintiffs and the Aggrieved Employees were required to utilize their personal cell phones in order to perform their work related duties. Use of their personal cell phones was essential in order to communicate with supervisors, other employees on shift, as well as account holders. Texting, phone calls and emails utilizing their personal cell phones was part of the Plaintiffs and Aggrieved Employees daily job routines. Plaintiff Cadena was regularly unable to log on to the computer system due to technical issues with Defendants' software and would have to text his supervisors concerning the software issues and had to call the help desk. On such occasions, Plaintiff Cadena would be unable to use the company Skype or Outlook and had to communicate with supervisors through text or phone calls on his personal cell phone. Plaintiff Arreguin was also routinely required to use his personal cell phone to communicate with account holders and clients. Many of the Aggrieved Employees never received reimbursement for the

expenses they incurred for the use of their personal cell phone and the wireless internet they paid for while working from home during the Covid-19 pandemic.

Plaintiffs are informed and believe, and thereon allege that the above-described violations are ongoing, systematic and uniform. If Defendants fails to cure these alleged violations, as stated above, Plaintiffs will bring an action against Defendants under the PAGA to recover wages and penalties and for injunctive relief as provided by California law.¹

Due to the foregoing-described actions, Defendants have unlawfully failed to timely pay all wages due pursuant to Labor Code § 204; d have unlawfully failed to pay all wages due upon termination to Plaintiffs and those Aggrieved Employees who ceased their employment relationship with Defendants during the statutory period and have failed to reimburse for expenses necessarily incurred in the discharge of work-related duties. .

Rest/M meal Break Violations

Under Labor Code § 226.7 “(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Further, under Labor Code § 512 (a) “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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.”

Per the IWC Wage Orders, “Employers of California employees covered by the rest period provisions of the Industrial Welfare Commission Wage Orders must authorize and permit a net 10-

¹ Without limitation, Plaintiffs, if permitted, will seek any and all penalties otherwise capable of being collected by the Labor & Workforce Development Agency (“LWDA”). This includes each of the following, as is set forth in Labor Code § 2699.5, which states:

The provisions of subdivision (a) of § 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of § 96, § s 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of § 213, § s 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of § 226, § s 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of § 232, subdivision (c) of § 232.5, § s 233, 234, 351, 353, and 403, subdivision (b) of § 404, § s 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of § 1174, § s 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of § 1198.3, § s 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of § 1695.5, § s 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, § s 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of § 2673.1, § s 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of § 2929, and § s 3073.4, 6310, 6311, and 6399.7.

minute paid rest period for every four hours worked or major fraction thereof. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. See, IWC No. 4, Section 12 (A) & (B).

As stated, during the relevant statutory period, Plaintiff Arreguin and certain of the Aggrieved Employees, were rarely permitted to take meal and rest breaks, due to the employer-mandated quotas and tasks expected to be completed each working shift. Defendants actively prevented and failed to relinquish control to permit Plaintiffs and the Aggrieved Employees opportunities to take their lawfully entitled rest and meal break periods. At no time during the statutory period have Defendants ever paid premium pay penalties to the Plaintiffs and the Aggrieved Employees for the missed and non-compliant rest and meal break violations.

This is a clear violation of the provisions of the Labor Code and the IWC No. 4 which set forth California employers' affirmative obligation to provide timely, duty-free rest and meal break periods.

Pursuant to §512 of the Labor Code and Section 12 (B) of IWC No. 4, Plaintiffs and the Aggrieved Employees are owed and shall seek to recover premium pay penalties for each missed rest and meal break for which they were not paid during the statutory period.

Failure to Compensate Employees For Every Hour Worked

Labor Code § 204 (a) states "*All wages, other than those mentioned in §§ 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.*"

Under Labor Code §1194 (a) "*Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.*"

Labor Code §§ 204 and 1194 (a) have been violated and Plaintiffs and the Aggrieved Employees are entitled to recover payment for all hours worked, including time worked off the clock, with penalties and interest thereon, as well as their attorney's fees and costs.

Failure to Pay Overtime Pay

Labor Code § 510 (a) provides, "*Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.*"

As indicated above, the Plaintiffs and the Aggrieved Employees often worked off the clock, which meant they often work/worked more than an eight-hour shift most of the time but were not paid overtime wages. Plaintiffs and the Aggrieved Employees often are/were working more than eight hours in a day and more than forty hours in a week throughout the relevant statutory period.

Labor Code § 510 (a) has been violated Plaintiffs and the Aggrieved Employees are entitled to recover unpaid overtime for all hours worked, plus penalties and interest, as well as their attorney's fees.

Failure To Maintain Records of Hours Worked

Labor Code § 1174(d) provides, *“Every person employing labor in this state shall:... (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”*

As indicated above, Plaintiffs and the Aggrieved Employees were required to start up their computer systems 30 to 45 minutes prior to clocking in to work. Due to the poor quality of the Defendants' computer and software systems, the systems routinely failed, and Plaintiffs and the Aggrieved Employees would need to contact the help desk hotline. The time spent by the Plaintiffs and the Aggrieved working while off the clock is/was not ever tracked or recorded by the Defendants in violation of Lab. Cod. § 1174(d).

Failure to Furnish Accurate Wage Statements

As a direct consequence of Defendants' unlawful business and compensation practices under the Labor Code and IWC No. 4, Plaintiffs and the Aggrieved Employees were/are not provided with accurately itemized wage statements.

At all times relevant, Labor Code § 226 requires Defendants to *“furnish each of [its] employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, ... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”*

As indicated above, Plaintiffs and the Aggrieved Employees often worked without compensation while starting up the Defendants' required systems on their computers, due to Defendants' unlawful direction they had to do so before clocking in at the start of their shifts, essentially forcing them to work while off the clock. Hours worked off the clock were not recorded and consequently the proper hours worked at the proper rates of pay and premium pay did not and does not appear on Plaintiffs' and the Aggrieved Employees' pay stubs.

In failing to account and compensate with accuracy, all of the hours worked by the Plaintiffs and the Aggrieved Employees, and by failing to accurately set forth the net and gross wages earned, Defendants violated the wage statement requirements of Labor Code § 226 by failing to accurately record the Plaintiffs and the Aggrieved Employees' respective (1) gross wages earned, (2) net wages earned, and (3) all applicable hourly rates and the corresponding number of hour worked at each applicable hourly rate.

Based on the foregoing, Defendants have violated Labor Code § 226.

Failure to Timely Pay all Wages Due Upon Separation or Termination of Employment

At all times relevant, Labor Code § 201 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

At all times relevant, Labor Code § 202 provides that if employees not having a written contract for a definite period quits their employment, their wages shall become due and payable no later than 72 hours thereafter, unless the employee has given 72 hours advance notice of their intention to quit, in which case the employee is entitled to their wages at the time of quitting.

At all times relevant, Labor Code § 203 provides that an employer who willfully fails to pay, without abatement or reduction, in accordance with §§ 201 and 202, 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 therefore is commenced, but the wages shall not continue for more than 30 days.

During the statutory period, when Plaintiff Arreguin and certain of the Aggrieved Employees' employment relationships with Defendants terminated, Defendants failed to pay them all of their earned wages (as set forth above), immediately upon their discharge or within 72 hours thereafter. In addition, Defendants have failed to pay the waiting time penalties to which such Aggrieved Employees are lawfully entitled under Labor Code § 203.

To date, Defendants have failed to pay Plaintiff Arreguin and certain of the Aggrieved Employees all of their earned wages, overtime, accrued interest thereon, and failed to remit the Labor Code penalties to be imposed as a consequence of said violations of the Labor Code.

Failure to Reimburse Work Related Expenses

Labor Code § 2802(a) provides, "*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 described above, the Plaintiffs and the Aggrieved Employees daily utilize or utilized their personal cell phones data for work-related purposes without ever receiving reimbursement from Defendants for the personal cell phones nor for wifi-internet expenses they incurred while working from home during Covid-19. In failing to reimburse Plaintiff and the Aggrieved Employees for their work-related expenses, Defendants have violated Labor Code § 2802. Accordingly, Plaintiffs and the Aggrieved Employees seek reimbursement of these work-related expenses incurred, as well as their attorney's fees, penalties and interest thereon as permitted by § 2802.

Conclusion

In sum, as has been factually alleged, Defendants violated and continue to violate, among other statutes and regulations, Labor Code §§ 201-203, 204, 226, 226.7, 510, 512, 1174(d), 1194 (a) and 2802, and IWC No. 4. Plaintiffs on their own behalf and on behalf of all similarly situated Aggrieved Employees, seek to recover any and all applicable statutory penalties, interest, and attorneys' fees and civil penalties as provided under Labor Code 2699.

Plaintiffs requests the LWDA to investigate the above claims and to provide notice of the investigation under the PAGA's provisions. Alternatively, Plaintiffs requests the agency inform them if it does not intend to investigate these violations so that they may bring a civil action under the PAGA for the violations alleged herein.

Should you have any questions or comments regarding the foregoing, or any aspect of this matter, please do not hesitate to contact our offices.

Sincerely,

WHITEHEAD EMPLOYMENT LAW



Jacob N. Whitehead

JNW/mnh