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7 Attorneys for Plaintiff REBEKAH SOLIS

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

10 REBEKAH SOLIS,

11 *Plaintiff,*

12 vs.

13 MORGAN THOMAS CAVANAUGH,
14 VMD, INC.; MORGAN CAVANAUGH;
15 and DOES 1 to 25, inclusive
16 *Defendant(s).*

Case No.: 21STCV17060

**DECLARATION OF HAROUT
MESSRELIAN IN SUPPORT OF
STIPULATION FOR APPROVAL OF PAGA
SETTLEMENT AND RELEASE**

Action filed: 5/5/21
FSC: Not set
Trial: Not set

Department: 76, Hon. Christopher K.
Lui

Submitted Herewith Under Separate Cover:
1. Stipulation for Approval of PAGA Settlement
and Release; and
2. [Proposed] Order

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DECLARATION OF HAROUT MESSRELIAN IN SUPPORT OF
STIPULATION OF SETTLEMENT AND RELEASE

I, HAROUT MESSRELIAN, declare and state as follows:

1. I am an attorney duly licensed to practice before all the Courts of the State of California. I am the managing attorney of Messrelian Law Inc. and the attorney of record for Plaintiff Rebekah Solis (individually, "Solis" or "Plaintiff") in her lawsuit against Defendants Morgan Thomas Cavanaugh, VMD, Inc. and Morgan Cavanaugh ("Cavanaugh" or "Defendant").

2. I am experienced in handling employment law matters and specifically wage and hour cases, including PAGA claims. I have been practicing law since 2010. In my representation of employees, I have handled several individual and representative cases on behalf of employees with claims of minimum wages, overtime violations, as well as other wage claims, including meal breaks and rest breaks.

3. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath.

Factual and Procedural Background

4. Defendant CAVANAUGH is in the veterinary services business. At all times during her employment, Plaintiff was considered an hourly, non-exempt employee and her job title was "Client Care Representative". Plaintiff was employed by CAVANAUGH from approximately June 2019 through February 2021.

5. Plaintiff complied with the procedures of Labor Code § 2699.3 for bringing suit under the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA"). On January 14, 2021, Plaintiff, on behalf of herself and Defendant's other California non-exempt hourly employees (hereafter collectively the "Aggrieved Employees") gave written notice by electronic service to the California Labor and Workforce Development Agency ("LWDA") and via certified mail to Defendant of her claims against CAVANAUGH. In her notice to the LWDA, Plaintiff asserted on behalf of herself and the Aggrieved Employees that Defendant (1) failed to provide meal breaks (Labor Code Sections 512, 226.7); (2) failed to provide rest breaks (Labor Code Section 226.7); (3) failed to compensate for all hours worked and to pay minimum wages (Labor Code Sections 1194, 1197, 1197.1); (4) failed to pay wages due during employment (Labor Code Section 204); (5) failed to provide accurate itemized wage statements (Labor Code Section 226); (6) failed to pay wages at the

1 end of employment (Labor Code section 203); (7) failed to keep accurate and complete payroll
2 records (Labor Code Section 1174/1174.5); (8) failed to reimburse business expenses (Labor
3 Code Sections 2800, 2802); and (9) failed to pay overtime compensation (Labor Code Section
4 510). A true and correct copy of this letter is attached as **Exhibit 1** to this Declaration.

5 Plaintiff filed her initial lawsuit on May 5, 2021 in the Superior Court for the State of
6 California, County of Los Angeles, Case No. 21STCV17060, alleging as follows: (1) Failure
7 to Compensate for all Hours Worked; (2) Failure to Pay Minimum Wages; (3) Failure to Pay
8 Overtime; (4) Failure to Provide Accurate Wage Statements; (5) Failure to Pay Wages Owed
9 Every Pay Period; (6) Failure to Pay Wages When Employment Ends; (7) Violation of Labor
10 Code Section 558; (8) Failure to Maintain Accurate Records; (9) Failure to Give Rest Breaks;
11 (10) Failure to Five Meal Breaks; (11) Private Attorneys General Act (PAGA); (12) Failure to
12 Reimburse Business Expenses; and (13) Violation of California Business & Professions Code
13 Section 17200.

14 6. According to Defendant's records, it has employed 162 Aggrieved Employees
15 from March 1, 2020 through July 15, 2021, which is the applicable PAGA period, and that there
16 are paychecks issued for a total of approximately 2,934 pay periods worked (as of the July 6,
17 2021 mediation date).

18 7. Defendant denies any liability or wrongdoing of any kind whatsoever associated
19 with the lawsuit and the Representative PAGA Claim. It is the desire of the Parties to fully,
20 finally, and forever compromise, and discharge all claims known or unknown related to those
21 alleged in Plaintiff's lawsuit.

22 8. On July 6, 2021, the Parties attended a full day mediation session with
23 experienced mediator Steve Cerveris, Esq. At the mediation, the Parties agreed to settle the
24 entire action, including Plaintiff's Eleventh Cause of Action for violation of Labor Code § 2698,
25 *et seq.* (the "Representative PAGA Claim"). Before agreeing to the terms of the Settlement, the
26 Parties engaged in informal discovery regarding Defendant's policies, practices, operations,
27 time and payroll information and other topics. In advance of mediation, Defendant produced
28 Plaintiff's personnel file, including time and payroll data for Plaintiff and also produced the time
records and payroll records for a sample of 33 aggrieved employees. Through extensive arm's
length negotiations at the mediation and only after discovery and investigation were performed,
the Parties agreed to settlement terms.

1 9. The Parties conducted investigation of the facts and law before the lawsuit was
2 filed. Counsel for the Parties have further investigated the applicable law as applied to the facts
3 discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations
4 claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties
5 and their respective counsel are of the opinion that the Settlement for the consideration and on
6 the terms set forth in this Stipulation are fair, reasonable and adequate and are in the best interests
7 of Plaintiff, the Aggrieved Employees, and Defendant in light of all known facts and
8 circumstances and the risks inherent in litigation, especially in this pandemic era when most
9 businesses are struggling to remain afloat, much less prosper and make a large profit.

10 10. The Parties further recognize that the issues presented in the Representative
11 PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial
12 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,
13 and expense disproportionate to the maximum potential benefits, especially in light of the
14 pandemic era and the business climate.

15 11. Plaintiff alleges that the strongest claims are that Plaintiff and other Aggrieved
16 Employees were not provided statutory meal and rest breaks. Plaintiff and others also have
17 arguments for engaging in "off the clock" work and not being compensated for those hours
18 (minimum wage violation) and in turn not being compensated all wages owed during every pay
19 period, however, by the nature of "off the clock" claims, there are issues with evidence and
20 documentary proof. Additionally, the other causes of action and associated PAGA claims are
21 derivative to the meal break, rest break, and "off the clock" allegations. In terms of the meal
22 break violations, per the sample, there was an approximate 41% violation rate for late, short, or
23 no meal breaks taken. Plaintiff also assumed a 41% violation rate for late, short, or missed rest
24 periods as part of her analysis into the PAGA penalty exposure.

25 12. Plaintiff contends that the civil penalty statutes applicable to the Representative
26 PAGA Claim are Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, 2802 and 2699(f)(2). Under
27 these civil penalty statutes, an employee who suffers a Labor Code violation, may be awarded a
28 sum of money for each pay period in which he or she was underpaid. However, under Labor
Code § 2699(e)(2), the Court can reduce an award of civil penalties if the award is unjust,
arbitrary, oppressive, or confiscatory.

 13. Under the civil penalty formulas applicable under PAGA, Plaintiff estimated a

1 maximum exposure of approximately \$188,500.00 for civil penalties for Plaintiff's strongest
2 disputed claims of failure to provide meal and rest breaks, calculated at a 41% violation rate.
3 Plaintiff's estimate presumes that the Court will find Defendant liable for the maximum possible
4 civil penalty for meal and rest breaks for every paycheck Defendant issued to the Aggrieved
Employees; and not reduce the penalty award as unjust, arbitrary, oppressive, or confiscatory.

5 14. Moreover, Plaintiff is aware of no California state courts awarding Plaintiff
6 multiple PAGA penalties for the same violation for the same pay period under different Labor
7 Code provisions. As such, one of the risks Plaintiff faces is that the Court would refuse to "stack"
8 civil penalties arising under the various Labor Code statutes. Furthermore, judges have awarded
9 extremely small sums to PAGA claimants in the past. In addition, Defendant would make an
10 argument under *Naranjo v. Spectrum Security Services, Inc.*, 40 Cal. App. 5th 444 (Cal. App. 2d
11 Dist., Sept. 26, 2019), that meal and rest period violations are not a predicate for civil penalties
12 for improper wage statements and untimely final wages under Labor Code secs. 201-203, 226,
13 226.3, and 2699. Defendant also adamantly disputes all of Plaintiff's allegations in the operative
Complaint.

14 15. The source of penalties available is under PAGA, which allows employees to seek
15 civil penalties for certain violations of the Labor Code so long as the penalties are not unjust,
16 arbitrary, oppressive, or confiscatory. There are no State Court decisions under the PAGA to date
17 with substantial awards of civil penalties. There is a substantial risk that the Court could reduce
18 civil penalties to an insignificant amount if it is unpersuaded by Plaintiff's evidence of willful
19 and intentional conduct. The PAGA expressly counsels against such awards. *See Lab. Code* §
20 2699(e)(2) ("...a court may award a lesser amount than the maximum civil penalty amount
21 specified by this part if, based on the facts and circumstances of the particular case, to do
22 otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.").
23 Further, although, class certification is not required for a PAGA claim, Defendant could contend
that Plaintiff should show that the PAGA claims are manageable.

24 16. Defendant could also convince the Court to dismiss the claims due to
25 unmanageability. In *Ortiz v. CVS Caremark Corp.*, the court dismissed a PAGA claim because it
26 was unmanageable. 2014 WL 1117614, at *3-4 (N.D. Cal. 2014). The Ortiz court cited the
27 "multitude of individualized assessments" that case would have required in ordering dismissal.
28 *Id.* at *4. Several other courts have adopted *Ortiz*, and dismissed PAGA claims where, as here,

1 there are a large number of allegedly aggrieved individuals whose claims require individual
2 assessments. *See, e.g., Litty v. Merrill Lynch & Co.*, 2014 WL 5904904, at *3 (C.D. Cal. 2014);
3 *Bowers v. First Student, Inc.*, 2015 WL 1862914, at *4 (C.D. Cal. 2015); *see also Stafford v.*
4 *Dollar Tree Stores, Inc.*, 2014 WL 6633396, at *2–4 (E.D. Cal. 2014) (bifurcating trial of
5 plaintiff’s claim from representative claims: “in light of the number of potential aggrieved
6 employees, judicial economy favors deferring the representative portion of the PAGA claim”);
7 *Amey v. Cinemark USA Inc.*, 2015 WL 2251504, at *16 (N.D. Cal. May 13, 2015). DS, ¶ 24. The
8 risk of an unmanageable trial is heightened in a representative PAGA claim because the burden
9 of proof rests with the plaintiff to establish violations of the Labor Code “with respect to each and
10 every individual on whose behalf [they] seek[] to recover civil penalties.” *Molina v. Dollar Tree*
11 *Stores, Inc.*, 2013 U.S. Dist. LEXIS 138642, at *33-34 (C.D. Cal. Aug. 9, 2013); *Hibbs-Rines v.*
12 *Seagate Techs, LLC*, 2009 WL 513496, at *4 (N.D. Cal. Mar. 2, 2009). Moreover, in a PAGA
13 case the plaintiff must prove liability with respect to “each and every individual” through
14 representative evidence — but without sacrificing the defendant’s due process right to present
15 proof of their affirmative defenses. *Elkins v. Superior Court*, 41 Cal. 4th 1337, 1357 (2007);
16 *Walmart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2561 (2011); *Duran v. U.S. Bank Nat’l Ass’n*, 59
17 Cal. 4th 1, 33-34 (2014). Plaintiff is required to establish a violation of the Labor Code in each
18 pay period of each and every one of the approximately 162 employees. The Court could find that
19 this is an impractical task and require the Eligible Employees to bring individual claims instead
20 of a PAGA representative claim.

21 17. The Parties further recognize that the issues presented in the Representative
22 PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial
23 proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay,
24 and expense disproportionate to the maximum potential benefits to the Subject Employees and
25 Plaintiff from continued litigation, especially in the pandemic era where further and extensive
26 litigation may cause restaurant businesses such as Cavanaugh to shut down for good, resulting in
27 no monetary compensation to Plaintiff, Plaintiff’s attorneys, other Aggrieved Employees, and
28 the State of California.

 18. The settlement of the Representative PAGA Claim involves monetary relief to all

1 Aggrieved Employees, Plaintiff, her attorneys, and the State of California.

2 19. While the evidence gathered through Plaintiff's discovery allegedly supports the
3 merits of some of the claims asserted in this lawsuit, Plaintiff recognizes that continued litigation
4 presents significant risks that support a significant downward departure from Plaintiff's estimated
5 civil penalties amount. In view of the risks, the Settlement represents a fair, adequate, and
6 reasonable compromise amount for these claims and is in the best interest of Plaintiff and Eligible
7 Employees and thus, warrants approval. *See Laguna v. Coverall N. Am., Inc.*, Case No. 12-55479
8 (9th Cir. June 3, 2014) 2014 WL 2465049, * 3. The Parties stipulate and agree that the Stipulation
9 and its terms are fair, just, reasonable, adequate, and equitable to Defendant, Plaintiff, and the
10 State, especially in light of the current economic climate, and are the product of good faith, and
11 informed arms-length negotiations between the Parties consistent with public policy and fully
12 comply with applicable provisions of law.

13 20. As such, the settlement of PAGA penalties in the gross sum of \$85,000.00, of
14 which 75% of the net amount after attorney's fees and attorney costs (\$34,903.09) will be paid
15 to the LWDA and 25% (\$11,634.36) will be distributed to the Aggrieved Employees, is
16 reasonable and appropriate under the circumstances.

17 *Attorneys' Fees and Costs*

18 21. I represent Plaintiff on a straight contingency basis. My firm's request for
19 \$28,333.33 in attorney fees and \$7,279.22 in litigation costs is fair and reasonable. The litigation
20 costs are comprised of the lawsuit filing fee of \$454.22, expert data analysis fee of \$750.00,
21 PAGA initial filing fee of \$75.00, and a mediation fee of \$6,000.00 (for Plaintiff's portion of the
22 mediation).

23 *Plaintiff's Additional Released Claims*

24 22. Plaintiff entered into a confidential individual settlement agreement with
25 Defendant to settle her individual claims. As part of this confidential agreement, Plaintiff also
26 provided Defendant with a general release of all claims, whether known or unknown, including
27 unknown claims covered by Civil Code Section 1542. Plaintiff will provide the individual
28 settlement to the Court upon request.

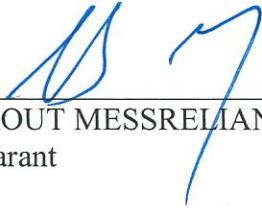
Notice of Settlement to the LWDA

23. Pursuant to Lab. Code § 2699(1)(2), Plaintiff submitted a copy of the Settlement

1 with the LWDA at the same time the Settlement is being filed with the Court. True and correct
2 copies of Plaintiff's submission with the LWDA and the confirmation email are collectively
3 attached as **Exhibit 2** to this declaration.

4 I declare under the penalty of perjury of the laws of the State of California that the
5 foregoing is true and correct to the best of my knowledge.

6 Executed on October 19, 2021, at Glendale, California.

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HAROUT MESSRELIAN,
Declarant

EXHIBIT 1



500 N. Central Avenue, Suite 840
Glendale, California 91203
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Fax: (818) 956-1983

VIA ELECTRONIC FILING

January 14, 2021

California Labor & Workforce Development Agency (LWDA)
Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

MORGAN THOMAS CAVANAUGH, VMD, INC.
MORGAN CAVANAUGH
11730 VENTURA BLVD
STUDIO CITY, CA 91604

REBEKAH SOLIS v. MORGAN THOMAS CAVANAUGH, VMD, INC.; MORGAN CAVANAUGH

RE: PRIVATE ATTORNEYS GENERAL ACT

To Whom It May Concern:

Please be informed that Ms. Solis, Ms. Rebekah Solis (hereinafter “Ms. Solis” or “Ms. Solis”) seeks penalties on behalf of the State of California and all current and former non-exempt or hourly paid California employees (“aggrieved employees”) who worked for MORGAN THOMAS CAVANAUGH, VMD, INC. and MORGAN CAVANAUGH (hereinafter collectively referred to as “CAVANAUGH”) during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same. MORGAN CAVANAUGH is being included in this PAGA notice pursuant to Labor Code Section 558.1 as he is the owner and managing agent of the business and personally controlled the wages, hours, and working conditions of its employees, including Ms. Solis.

Ms. Solis started working for CAVANAUGH on or around June 2018 and is still currently employed there. Ms. Solis’ job title is “Client Care Representative”. Ms. Solis is classified as an hourly, non-exempt employee. Her typical work schedule is Thursday to Sunday, from 6am to 4pm.

It is our position that CAVANAUGH has violated the following Labor Code Sections against Ms. Solis and other similarly situated aggrieved employees:



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CAVANAUGH did not provide Ms. Solis and other similarly situated aggrieved employees with the minimum wages to which they were entitled for work performed and as such did not compensate Ms. Solis and others for all hours worked at the minimum wage rate pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because Ms. Solis and others would often perform work "off the clock" and before clocking in, including answering the ringing phones or helping the receptionist or leads per their request. For instance, there were occasions wherein the receptionist or doctor's assistant would do "rounds" with Ms. Solis before she clocked in, which entailed detailing if the hospital was at capacity or if there were any euthanasia procedures, etc. The same is true after clocking out in terms of being asked to help or answering phones. Moreover, Ms. Solis and others would have to undergo a covid-19 safety check at the front with the receptionist before being able to clock in even though they are under the control of the employer that point. Ms. Solis and others were also not paid for all hours worked in violation of Labor Code Section 1194 and the applicable Industrial Welfare Commission Wage Order due to CAVANAUGH not paying proper shift differentials and rounding of the actual hours worked as a part of their business practice, which disproportionately affected the employees and resulted in less working hours and less pay.

Due to the "off the clock" work as alleged above, CAVANAUGH violated Labor Code §510 because it failed to pay Ms. Solis and other similarly situated aggrieved employees the correct amount of overtime, even though they worked more than 8 hours per day, 12 hours per day and/or 40 hours per week throughout their employment. Ms. Solis's and others' actual work hours entitled them to overtime compensation (both daily and weekly), especially due to the "off the clock" as described above, however, they were not paid accurately and fully for their overtime hours worked. Furthermore, CAVANAUGH failed to include bonus compensation in calculating employees' regular rate of pay for purposes of paying them their proper overtime rates (i.e., one-and-a-half or two times their regular rate of pay).

CAVANAUGH also violated Labor Code § 226.7 and the applicable Industrial Welfare Commission Wage Order (no. 5) because it failed to provide Ms. Solis and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. CAVANAUGH did not completely relieve Ms. Solis and others of all duty during said rest periods. CAVANAUGH did not pay to Ms. Solis and others one additional hour of pay at Ms. Solis's regular rate of compensation for each workday that one or more statutory rest periods was not provided. It was not company policy and not part of the company culture for employees such as Ms. Solis and others to take timely, uninterrupted rest breaks. They were understaffed and often too busy and inundated to take rest breaks. As such, the culture at CAVANAUGH did not lend itself to the employees receiving statutory breaks wherein they were relieved of all work duties. It was the normal practice and custom of CAVANAUGH not to authorize, permit, and enforce statutory rest periods. As such, the work environment and culture at CAVANAUGH was not conducive to receiving statutory rest breaks under California law.

CAVANAUGH violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order (no. 5) because it failed to provide Ms. Solis and others the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment. CAVANAUGH did not completely relieve Ms. Solis and others of all duty during



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said meal periods. CAVANAUGH did not pay to Ms. Solis and others one additional hour of pay at Ms. Solis's regular rate of compensation for each workday that one or more statutory meal periods was not provided. Furthermore, as alluded to above, and due to the understaffing and the enormous amount of work to be performed, it was common practice and standard for the hourly, non-exempt employees, including Ms. Solis and other similarly situated aggrieved employees to either clock out for their meal breaks way past the 5th hour worked or to skip their meal breaks altogether. Additionally, it was normal practice for employees to clock out and to continue working through their meal period, which would also constitute a minimum wage violation. In sum, it was the normal practice and custom of CAVANAUGH not to authorize, permit, and enforce statutory meal periods. As such, the work environment and culture at CAVANAUGH was not conducive to receiving statutory meal breaks under California law.

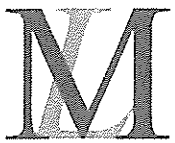
It is also important to note that management forced employees, including Ms. Solis, to sign a document stating that they will clock out for lunch before the 5th hour worked and that they had to clock out even if they did not leave the floor and kept working. Upon being presented with this document by manager David, Ms. Solis initially refused to sign it because she did not want to agree to clock out for lunch if she was going to keep working and not actually get a meal period. In response, David told Ms. Solis that if she did not sign the document, she would not have a job.

Furthermore, during the relevant time period and due to the above-mentioned violations, CAVANAUGH failed to pay Ms. Solis and others all wages due to them within any time period specified by California Labor Code section 204. CAVANAUGH was also in violation of California Labor Code section 226(a), by failing to include pertinent information on the wage statements, including but not limited to, all hours worked (minimum wages and overtime due to the "off the clock" work), gross wages earned, net wages earned, total pay, the correct legal name and address of the employing entity, the correct start and end of the pay period, all applicable hourly rates, itemized deductions, and premium pay for the missed meal and rest breaks, among others. As such, CAVANAUGH did not provide Ms. Solis and other similarly situated aggrieved employees with complete, accurate itemized wage statements.

During the relevant time period, CAVANAUGH also failed to keep accurate and complete payroll records showing the actual hours worked per day and the wages paid to Ms. Solis and others pursuant to California Labor Code sections 1174(d).

CAVANAUGH also violated Labor Code § 203 because it willfully failed to pay other similarly situated aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include minimum wages, overtime compensation, premium pay for missed meal and rest breaks, and business expense reimbursement.

Additionally, during the relevant time period, Ms. Solis and others incurred necessary, business-related expenses and costs that were not reimbursed by CAVANAUGH. These costs include, but are not limited to, use of personal cell phones for work purposes, as Ms. Solis and others were required to download the "WHEN2WORK" application on their cell phones for purposes of seeing



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their work schedule. Accordingly, CAVANAUGH was in violation of California Labor Code sections 2800 and 2802.

Furthermore, we believe CAVANAUGH has also violated Labor Code Section 558 and has engaged in business practices which violate Business and Professions Code Section 17200.

Each of the aforementioned violations, except the violations for inaccurate pay statements under Labor Code section 226(a), is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Ms. Solis also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3, 1197.1.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf and vindicate the rights of all employees who have been subjected to these same Labor Code violations by CAVANAUGH.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very Truly Yours

Harout Messrelian, Esq.

EXHIBIT 2