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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF ALAMEDA**

11 Chondra Phillips, as an aggrieved employee
12 pursuant to the Private Attorneys General Act,

13 Plaintiff,
14

15 v.
16

17 A-TEAM DELIVERS LLC; and DOES 1
18 through 50, inclusive,

19 Defendants.
20

Case No.

RG21104034

COMPLAINT

1. Violation of the Private Attorneys General Act
[California Labor Code § 2698 *et seq.*]

DEMAND FOR JURY TRIAL

**FILE BY
FAX**

**ENDORSED
FILED
ALAMEDA COUNTY**

JUN 15 2021

CLERK OF THE SUPERIOR COURT
By **ANDREL GOSPEL**

Deputy

1 Plaintiff CHONDRA PHILLIPS (hereinafter “Plaintiff” or “Phillips”), as the representative
2 of the State of California, alleges on information and belief, except for her own acts and knowledge
3 which are based on personal knowledge, the following:

4 **INTRODUCTION**

5 1. This is a representative action brought on behalf of the State of California for civil
6 penalties for violations of the California Labor Code (the “Labor Code”) suffered by Plaintiff and
7 all other individuals who are or previously were employed by Defendant A-TEAM DELIVERS
8 LLC (hereinafter “Defendant” or “A-Team”) as hourly non-exempt employees in the State of
9 California pursuant to the California Private Attorneys General Act of 2004 (hereinafter the
10 “PAGA”) during the applicable statutory time period as determined by the Court (hereinafter the
11 “Aggrieved Employees”).

12 **JURISDICTION AND VENUE**

13 2. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure (hereinafter the “CCP”), § 410.10. This Action is brought as a Representative Action
15 on behalf of the State of California with respect to the Aggrieved Employees of Defendant.

16 3. Venue is proper in this Court pursuant to CCP §§ 395 and 395.5, because Plaintiff
17 resides in this County, Defendant currently conducts substantial business in this County, and
18 Defendant committed the wrongful conduct herein alleged in this County against Plaintiff and the
19 other Aggrieved Employees.

20 **THE PARTIES**

21 4. Plaintiff was employed by Defendant as an hourly non-exempt delivery driver and
22 operations supervisor from approximately April 16, 2020 through January 7, 2021. Plaintiff was
23 paid based on an hourly rate (\$21.00 per hour) and on certain occasions also earned shift
24 differentials and various non-discretionary monetary bonuses (*e.g.* “Amazon Funded Bonus,”
25 “Bonus,” and “Amazon Non Discretionary Bonus”). The shift-differentials and various monetary
26 bonuses were not factored into the regular rate of pay calculation for purposes of determining the
27 overtime wage rate in the same period where overtime was worked and the lawful rate of pay for
28 all sick time taken and for the payout of accrued vacation wages at the time of separation. The

1 wage statements issued by A-Team to Plaintiff do not show the lawful overtime wage rate being
2 paid, the taken sick time at the lawful rate of pay, and the payout of accrued vacation time at the
3 lawful rate of pay, thereby resulting in inaccurate wage statements being issued.

4 5. Plaintiff was required to view training videos (via the “*Mentor*” application that was
5 required to be installed on her personal cellular telephone), yet these training videos were
6 frequently viewed while off-the-clock and without wages (both straight-time and overtime wages)
7 being provided for this work time. The wage statements issued by A-Team to Plaintiff fail to
8 indicate all training time hours being paid, thereby resulting in inaccurate wage statements being
9 issued.

10 6. Plaintiff was subjected to an unlawful reporting time pay policy wherein if
11 Defendant was overstaffed for a particular workday and/or particular work shift Plaintiff would be
12 sent home without receiving wages for at least half of her scheduled shift hours (*aka* show-up pay),
13 or in no event less than two (2) hours of wages. The wage statements issued by A-Team to
14 Plaintiff fail to indicate reporting time pay being paid, thereby resulting inaccurate wage
15 statements being issued.

16 7. Plaintiff was required to use her own personal cellular telephone for purposes of
17 “clocking-in” and “clocking-out” for her shift via the “*PayComm*” application that was required to
18 be installed onto her personal cellular phone, watch training videos via the “*Mentor*” application
19 that was required to be installed onto her personal cellular phone, and have Defendant track their
20 her location at all times without any reimbursement for these incurred phone/data usage charges.
21 Further, Plaintiff was compelled to purchase an “*Amazon*” branded rain poncho, yet Defendant
22 charged Plaintiff \$50 for this distinctive clothing item without reimbursement.

23 8. Plaintiff failed to receive lawfully compliant meal breaks at least several times per
24 workweek, and almost never received rest periods. A-Team required employees to “clock-out” for
25 meal breaks even though A-Team knew the meal breaks were not actually occurring and coerced
26 Plaintiff to record these fictitious meal breaks. A-Team maintained a policy and practice of
27 monitoring how fast employees delivered packages and if Plaintiff stopped to take a lawfully
28 compliant meal break (for at least 30 minutes) or rest period (of at least 10 minutes) her

1 performance rating (as to how fast she was able to deliver packages) would drop her “score” which
2 could result in a reprimand/write-up and/or termination. A-Team would advise Plaintiff that she
3 should “clock-out” for meal breaks but keep working in violation of California law. Based on
4 these policies, Defendant has failed to pay Plaintiff for this work time performed during clocked-
5 out meal breaks. The wage statements issued by A-Team to Plaintiff do not show meal break or
6 rest period premiums being paid by A-Team to Plaintiff, nor do they accurately reflect all work
7 hours (both straight-time and overtime hours) being performed during “clocked-out” meal breaks,
8 thereby resulting in inaccurate wage statements being issued.

9 9. Defendant is an entity created under the laws of the State of California and is
10 registered with the California Secretary of State as “A-TEAM DELIVERS LLC”. At all relevant
11 times mentioned herein, A-Team has conducted business in the County of Alameda, California and
12 has employed both Plaintiff and other Aggrieved Employees in the County of Alameda, California.

13 **GENERAL ALLEGATIONS**

14 10. Defendant failed to pay Plaintiff and the other Aggrieved Employees straight-time
15 and overtime wages for all hours actually worked and at the lawful rate of pay in violation of
16 Labor Code §§ 510, 1194, 1197, and IWC Wage Order No. 9-2001. Defendant maintains a policy
17 and practice of failing to pay wages to Plaintiff and other Aggrieved Employees for all mandatory
18 training time, including but not limited to, time spent participating in training while off-the-clock.

19 11. Defendant failed to pay Plaintiff and the other Aggrieved Employees premium
20 overtime wages at the lawful rate pay for all overtime hours worked in violation of Labor Code §§
21 510, 1194, 1197, and IWC Wage Order No. 9-2001. Defendant maintains a policy and practice of
22 failing to factor shift differentials and certain monetary “bonuses” and/or “premiums” into the
23 regular rate of pay calculation for purposes of determining the overtime wage rate in the same
24 period where overtime was worked. Defendant maintains a policy and practice of failing to pay all
25 taken sick time at the lawful regular rate of pay and failing to pay all accrued vacation wages at the
26 lawful regular rate of pay at the time of separation. Defendant maintains a policy and practice of
27 failing to pay all reporting time pay (*aka* “show-up” pay).

28 ///

1 12. Defendant failed to reimburse Plaintiff and the other Aggrieved Employees for
2 cellular telephone usage/data when utilizing their own cellular telephones for work purposes,
3 including but not limited to, using the “*Mentor*” and “*PayComm*” applications and communicating
4 in general with Defendant without reimbursement pursuant to Labor Code § 2802.

5 13. Defendant failed to provide Plaintiff and the other Aggrieved Employees all earned
6 and unpaid wages upon separation of employment from Defendant in accordance with Labor Code
7 §§ 201, 202, and 203. Defendant maintains a policy and practice of requiring Plaintiff and the
8 other Aggrieved Employees to perform duties while “off-the-clock,” without compensation for
9 time worked “off-the-clock,” failing to properly factor all earned incentive compensation (*i.e.* shift
10 differentials and various non-discretionary bonuses) into the regular “rate of pay” calculation for
11 all overtime hours worked, failing to pay all taken sick time at the lawful rate of pay, failing to pay
12 all accrued vacation hours at the lawful rate of pay upon separation of employment, failing to pay
13 all reporting time pay, failing to pay all meal break and rest period premium payments for non-
14 compliant meal breaks and rest periods, which has resulted in Defendant failing to pay upon
15 separation of employment all wages earned.

16 14. Defendant failed to provide Plaintiff and the other Aggrieved Employees with
17 accurate itemized wage statements in accordance with Labor Code § 226. Defendant maintains a
18 policy and practice of requiring Plaintiff and the other Aggrieved Employees to perform various
19 duties “off-the-clock,” without compensation for time actually worked “off-the-clock,” not paying
20 all overtime wages at the lawful regular rate of pay, not paying all taken sick time at the lawful rate
21 of pay, not paying all accrued vacation hours at the lawful rate of pay at the time of separation, and
22 not paying all meal break and rest period premium payments for non-compliant meal breaks and
23 rest periods in violation of Labor Code § 226. Defendant’s practices resulted and continue to
24 result in the issuance of itemized wage statements to Plaintiff and the other Aggrieved Employees
25 that do not show the correct amount of gross wages earned, the correct amount of net wages
26 earned, and the correct number of hours worked at each applicable hourly rate of pay.

27 15. By the conduct alleged herein, Defendant has engaged and continues to engage in a
28 business practice which violates California law, including but not limited to IWC Wage Order No.

1 9-2001, and Labor Code §§ 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1194 1197, 1197.1,
2 1198 and 2802 and the regulations of the State of California.

3 16. Pursuant to Labor Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked. Labor Code §§ 201 and
5 202 require Defendant to pay all wages due to an employee whose employment has terminated.

6 17. Defendant uniformly violated the rights of the Plaintiff and the other Aggrieved
7 Employees under California law, without limitation, in the following manners:

8 (a) Violating PAGA by failing to accurately record the amount of working time spent
9 by the Plaintiff and the other Aggrieved Employees in violation of IWC Wage
10 Order No. 9-2001;

11 (b) Violating PAGA and Labor Code §§ 510, 1194, 1197, and IWC Wage Order No. 9-
12 2001 by failing to pay straight-time and overtime wages for all hours worked,
13 including reporting time pay wages, failing to pay overtime wages at the lawful
14 regular rate of pay, failing to pay all taken sick time hours at the lawful rate of pay
15 to the Plaintiff and the other Aggrieved Employees;

16 (c) Violating PAGA and Labor Code § 227.3, and IWC Wage Order No. 9-2001 by
17 failing to pay accrued and vested vacation time hours at the lawful rate of pay at the
18 time of separation to the Plaintiff and the other Aggrieved Employees;

19 (d) Violating PAGA and Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9-
20 2001 by failing to provide compliant duty-free meal breaks to the Plaintiff and the
21 other Aggrieved Employees;

22 (e) Violating PAGA and Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9-
23 2001 by failing to authorize and permit compliant duty-free paid rest breaks to the
24 Plaintiff and the other Aggrieved Employees;

25 (f) Violating PAGA and Labor Code § 2802, by failing to indemnify Plaintiff and the
26 other Aggrieved Employees for all necessary expenditures in direct consequence of
27 the discharge of their duties for Defendant;

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- 1 (g) Violating PAGA and Labor Code §§ 201, 202, 203, and/or 204, which provides that
2 when an employee is discharged or quits from employment, the employer must pay
3 the employee all wages due without abatement, by failing to tender full payment
4 and/or restitution of wages owed or in the manner required by California law to the
5 Aggrieved Employees who have terminated their employment; and,
- 6 (h) Violating PAGA and Labor Code § 226, by failing to provide the Plaintiff and the
7 other Aggrieved Employees with an accurate itemized wage statement in writing
8 showing gross wages earned, net wages earned, all applicable hourly rates in effect
9 during the pay period and all the corresponding number of hours worked at each
10 hourly rate by the employee, and accurate Federal and State taxing authority
11 deductions.

12 18. PAGA allows for a tolling of the limitations period during the sixty-day period
13 during which the California Labor and Workforce Development Agency ("LWDA") is assessing,
14 or the employer may be curing, the alleged violations. Labor Code § 2699.3(d).

15 19. On April 1, 2021, pursuant to Labor Code § 2699.3(a)(1), Plaintiff had given Notice
16 via electronic filing to the LWDA and via certified mail, with return receipt, to the employer,
17 alleging the violations of Labor Code §§ 201-204, 226, 226.7, 227.3, 510, 512, 1194, 1197,
18 1197.1, 2802, and IWC Wage Order No. 9 regarding the failure to (1) pay at least straight-time
19 wages for all hours actually worked; (2) pay overtime wages at the lawful regular rate of pay for
20 all overtime hours actually worked; (3) pay reporting time pay (*aka* "show up" time); (4) pay all
21 accrued vacation time at the lawful regular rate of pay at the time of separation; (5) pay all taken
22 sick time at the lawful regular rate of pay; (6) provide reimbursement for all incurred business
23 expenses; (7) provide lawful meal breaks; (8) provide lawful rest periods; (9) pay all owed wages
24 each and every pay period and in a timely manner at the time of separation; and (10) provide
25 accurate and compliant wage statements in compliance with California labor laws and the facts and
26 theories that support the alleged violations. (*see Exhibit 1*, attached hereto and incorporated by
27 this reference herein.).

28 ///

FIRST CAUSE OF ACTION
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]

20. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

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

22. Plaintiff brings this Representative Action on behalf of the State of California with respect to herself and all other hourly non-exempt employees of Defendant who are or previously were employed by Defendant in California during the applicable statutory time period.

23. On April 1, 2021, Plaintiff gave electronic Notice via electronic filing to the LWDA and via certified mail, with return receipt, to the employer, of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*see Exhibit 1*). The statutory waiting period for Plaintiff to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

24. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendant's conduct in failing to pay all earned straight-time and overtime wages, failing to pay all overtime wages at the lawful rate of pay, failing to pay all reporting time pay (*aka* "show up" time), failing to pay all taken sick time at the lawful regular rate of pay, failing to pay all accrued vacation time at the lawful regular rate of pay at the time of separation, failing to provide compliant meal breaks, failing to provide compliant rest periods, failing to pay all owed wages each and every pay period and in a timely manner at the time of

1 separation, failing to reimburse all incurred business expenses, and failing to provide accurate
2 itemized wage statements, that gives rise to statutory penalties as a result of such conduct.
3 Plaintiff hereby seeks recovery of civil penalties as prescribed by PAGA as the Representative of
4 the State of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved
5 Employees, against whom one or more of the violations of the Labor Code was committed.

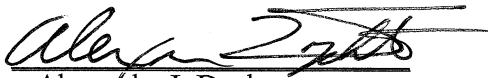
6
7 **PRAYER FOR RELIEF**

8 WHEREFORE, the Plaintiff, on behalf of the State of California and with respect to all
9 Aggrieved Employees, prays for judgment against each Defendant, jointly and severally, as
10 follows:

- 11 1. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
12 General Act of 2004;
- 13 2. An award of penalties, attorneys' fees and cost of suit pursuant to Cal. Lab. Code
14 Section 2699(g); and,
- 15 3. Such other and further relief as the Court deems just and equitable.

16
17 Dated: June 15, 2021

DYCHTER LAW OFFICES, APC

18
19 By: 
20 Alexander I. Dychter
Attorneys for Plaintiff Phillips

21
22 **DEMAND FOR JURY TRIAL**

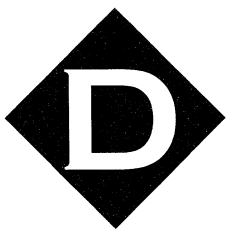
23 Plaintiff demands a jury trial on issues triable to a jury.

24 Dated: June 15, 2021

DYCHTER LAW OFFICES, APC

25
26 By: 
27 Alexander I. Dychter
Attorneys for Plaintiff Phillips

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

180 BROADWAY, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

April 1, 2021

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**
[7012 2920 0001 1935 8569]

A-TEAM Delivers LLC
Attn: Steve Ford
206 Span Court
Hayward, CA 94544

VIA ONLINE FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

Re: Notice of Violation of California Labor Code Sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 2802; Industrial Welfare Commission Wage Order No. 4, And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code sections 2698, *et seq.*, Ms. Chondra Phillips ("Ms. Phillips" or "claimant") intends to bring an action against her former employer, A-TEAM DELIVERS LLC (referred to as "A-Team" or the "employer"), individually and on behalf of all other "aggrieved employees" (defined as all hourly non-exempt employees in the State of California), to recover civil penalties for alleged violations of California Labor Code ("Labor Code") sections 201-204, 226, 226.7, 227.3, 510, 512, 1194, 1197, 1197.1, 2802, and Industrial Welfare Commission Wage Order ("IWC") Wage Order No. 9 [and any other applicable IWC wage orders] regarding the failure to (1) pay at least straight-time wages for all hours actually worked; (2) pay overtime wages at the lawful regular rate of pay for all overtime hours actually worked; (3) pay reporting time pay (*aka* "show up" time); (4) pay all accrued vacation time at the lawful regular rate of pay at the time of separation; (5) pay all taken sick time at the lawful regular rate of pay; (6) provide reimbursement for all incurred business expenses; (7) provide lawful meal breaks; (8) provide lawful rest periods; (9) pay all owed wages each and every pay period and in a timely manner at the time of separation; and (10) provide accurate and compliant wage statements in compliance with California labor laws. These claims are all subject to recovery of PAGA civil penalties under Labor Code section 2699(f)(2) for each pay period where a violation is demonstrated by A-Team.

This letter serves as claimant's written notice pursuant to Labor Code section 2699.3(a)(1)(A) providing the Labor and Workforce Development Agency ("LWDA") the opportunity to investigate the alleged claims contained herein. If the LWDA does not intend to investigate the alleged violations, claimant intends to file a civil action for recovery of PAGA penalties on behalf of herself and all other aggrieved employees of A-Team in the State of California

FACTUAL STATEMENT

Ms. Chondra Phillips was employed as an hourly non-exempt delivery driver and operations supervisor for A-Team, making deliveries on behalf of “Amazon” in the San Francisco Bay Area (*e.g.*, Oakland, Dublin, Pleasanton, Hayworth, etc.). Claimant was hired by A-Team on or about April 16, 2020 and worked until her separation on or about January 7, 2021. She earned \$21.00 per hour and also earned shift differentials and various other non-discretionary bonuses during her employment.

A-Team is an independent delivery contractor for “Amazon” and does not contract with any other companies for delivery services. A-Team employs approximately 90-100 employees at claimants assigned worksite (990 Beecher St., San Leandro, CA 94577) and has approximately 40-50 delivery trucks and a large warehouse facility where packages are kept for delivery by the A-Team drivers.

Claimant and other aggrieved employees were not paid for all hours worked. Specifically, claimant and other aggrieved employees were frequently required to watch training videos (via the “*Mentor*” App that was required to be installed on their personal cellular telephone) both while at work (on-the-clock) and when not at work (off-the-clock). On those occasions when the training videos were not watched at work this compensable work time was not compensated by A-Team. Further, claimant’s wage statements and time records do not indicate off-site training time being paid. Additionally, claimant and other aggrieved employees were actually working during “clocked-out” meal breaks which has resulted in A-Team failing to pay for all time being worked by claimant and the aggrieved employees.

Claimant and other aggrieved employees were not paid for all hours worked. Specifically, claimant and other aggrieved employees would arrive for work at one of three (3) scheduled shift “start” times (*i.e.*, 11:15 a.m., 11:45 a.m., or 12 p.m.) and A-Team would then verify who did or did not show up for work and if they were overstaffed, they would send employees home without paying them at least half their scheduled shift hours, or in no event less than two (2) hours. A-Team referred to this unlawful practice as the “buffer.” Further, claimant’s wage statements and time records do not indicate reporting time pay (*aka* “show-up pay”) being paid.

Claimant and other aggrieved employees were not paid for all overtime hours at the lawful rate of pay. Specifically, claimant and other aggrieved employees would earn shift differentials and various non-discretionary bonuses (*e.g.*, “Amazon Funded Bonus,” “Bonus,” and “Amazon Non Discretionary Bonus”) yet A-Team failed to properly factor these non-discretionary monetary amounts into the overtime wage rate calculation (*i.e.* 1.5x the “regular rate of pay”).

Claimant and other aggrieved employees were not reimbursed for all incurred business expenses. Specifically, claimant and other aggrieved employees were required to use their personal cellular telephones to clock-in/out each day using an App called “*PayComm*” [downloaded onto their personal cellular telephone] and to watch training videos and have A-Team track their location via the App called “*Mentor*” [downloaded onto their personal cellular telephone] without any reimbursement. Additionally, claimant and other aggrieved employees were provided with flimsy rain ponchos that were ineffective in dealing with the rain and claimant and other aggrieved employees purchased, from A-Team, ponchos with the “Amazon” logo for \$50 and were not reimbursed for this expenditure on clothing with a distinctive branded company logo.

Claimant and other aggrieved employees were each subject to A-Team's common payroll and timekeeping systems. Specifically, Claimant and other aggrieved employees failed to receive lawfully compliant meal breaks at least several times per workweek, and almost never received rest periods. A-Team required employees to "clock-out" for meal breaks even though A-Team knew the meal breaks were not actually occurring and coerced employees to record these fictitious meal breaks (the records indicate meal breaks of always exactly 30 minutes) or risk losing their job. A-Team maintained a policy and practice of monitoring how fast employees delivered packages and if claimant or other aggrieved employees stopped to take a lawfully compliant meal break (for at least 30 minutes) or rest period (of at least 10 minutes) their performance rating (as to how fast they were able to deliver packages) would drop their "score" which could result in a reprimand/write-up and/or termination. A-Team would advise claimant and other aggrieved employees that they should "clock-out" for meal break but keep working in violation of California law. Additionally, A-Team maintains a policy and practice of reviewing employee time records on a regular basis and if any time-punch sequence did not comply with the requirements as set forth in the California Labor Code pertaining to meal breaks, they instructed and coerced the employee to "fix" their time to show compliance and thereby eliminating the need for A-Team to provide "premiums" (i.e. an extra hour of pay) for each day a compliant meal break was not provided. The wage statements provided by A-Team do not show meal break or rest period premiums being paid by A-Team to claimant. These violations resulted in non-compliant meal breaks and rest periods as required under Labor Code sections 226.7, 512, and IWC Wage Order No. 9-2001, sections 11 and 12. Both Labor Code sections 226.7 and 512 are statutes identified under Labor Code section 2699.5 as valid statutes that permit recovery of PAGA civil penalties pursuant to Labor Code section 2699(f)(2) for claimant and all other similarly aggrieved employees for each pay period demonstrating a violation during the applicable limitations period.

Further, Claimant and other similar aggrieved employees in California were not timely paid all wages when due each pay period (in violation of Labor Code section 204) and upon separation of employment, in violation for Labor Code sections 201-204. In fact, Claimant had accrued vacation hours at the time of her separation and A-Team failed to pay her for these earned wages at the time of her separation – instead, they just "disappeared." Further, A-Team failed to pay all earned wages at the time of claimant's separation in a timely manner as mandated under the Labor Code and as evidenced by wage statements being dated (evidencing payments being made) after her termination date (*i.e.*, Jan. 15, 2021 and February 12, 2021), such that civil penalties are appropriate for recovery.

LEGAL THEORIES FOR A-TEAM LIABILITY

FAILURE TO PAY MINIMUM, REGULAR, OVERTIME, REPORTING TIME PAY & ACCRUED VACATION WAGES

(Labor Code §§ 227.3, 510, 1194, 1197, 1197.1, and 1198, and the "Minimum Wages" and "Hours and Days of Work" and "Reporting Time Pay" Sections of IWC Wage Order No. 9-2001 [and any other applicable IWC wage orders])

Labor Code section 227.3 states: "Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor

Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.”

Labor Code section 510 provides in pertinent part: “Eight hours of labor constitutes a day’s work. Any work in excess of 8 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.”

Labor Code section 1194 states in pertinent part: “(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 section 1197 states: “The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

Labor Code section 1198 states: “The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Pursuant to the “Minimum Wages” and “Hours & Days of Work” Sections of IWC Wage Order No. 9 [and any other applicable IWC wage orders], an employer may not pay employees less than the applicable minimum wage for all hours worked, and provides that an employer may not pay non-exempt employees less than the applicable overtime rate at the lawful regular rate of pay for all overtime hours worked.

The “Reporting Time Pay” Section of IWC Wage Order No. 9 [and any other applicable IWC wage orders] states, in pertinent part: “(A) Each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.

As set forth in detail above, A-TEAM violated Labor Code sections 227.3, 510, 1194, 1197, 1197.1, and 1198, and the “Minimum Wages” and “Hours and Days of Work” and “Reporting Time Pay” Sections of IWC Wage Order No. 9 [and any other applicable IWC wage orders] because it did not pay claimant and other aggrieved employees all minimum, regular, and overtime wages at the lawful regular rate of pay for all hours worked due to its unlawful practice of not compensating the employees for time spent watching training videos, not compensating the employees for overtime hours worked at

the lawful regular rate of pay, not compensating the employees for reporting time pay, not compensating employees for time spent working while “clocked-out” for meal breaks, not compensating employees for all sick hours taken at the lawful regular rate of pay, not paying all accrued vacation wages at the lawful regular rate of pay both at the time when taken and upon separation of employment.

**FAILURE TO PROVIDE TIMELY AND COMPLIANT MEAL & REST PERIODS
(Labor Code §§ 226.7 and 512, and IWC Wage Order 9-2001, §§ 11 & 12 [and any other
applicable IWC wage orders])**

Because claimant and other aggrieved employees were hourly-paid, non-exempt employees, A-Team was required to comply with Labor Code sections 226.7 and 512, and Wage Order 9-2001, sections 11 and 12 [and any other applicable IWC wage orders].

Labor Code section 226.7(b) provides: “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

Labor Code section 226.7(c) provides: “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.”

Labor Code section 512(a) provides: “(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.”

IWC Wage Order 9-2001, section 11(A) provides: “No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.

IWC Wage Order 9-2001, section 11(B) provides: “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 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.”

IWC Wage Order 9-2001, section 11(C) provides: “Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

IWC Wage Order 9-2001, section 11(D) provides: “If an employer fails to provide an employee a meal 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 meal period is not provided.”

IWC Wage Order 9-2001, section 12(A) provides: “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

IWC Wage Order 9-2001, section 12(B) provides: “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.”

Labor Code sections 226.7 and 512 are statutes specifically listed in Labor Code section 2699.5 as statutes for which violations of have been established to be subject to the default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

Violations of IWC Wage Order 9-2001, sections 11 and 12, is governed by the civil penalty provisions of Labor Code section 558(a):

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid...

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.....

Accordingly, A-Team is subject to assessment of civil penalties pursuant to Labor Code section 2699(f)(2) for violations of statutes and subject to civil penalties for violations of the applicable Wage Order as provided by Labor Code section 558(a) in an amount according to proof by failing to provide compliant meal periods and rest periods where the employees were relieved of all work duties.

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(Labor Code §§ 246(i), 226(a), 226.3, 1198, and 2699, and the

“Records” Section of IWC Wage Order No. 9-2001 [and any other applicable IWC wage orders])

Labor Code section 226(a) states in pertinent part: “An employer, semimonthly or at the time of each payment of wages, shall furnish to her or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of her or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer. . . ; 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. . . and if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment.”

Furthermore, Labor Code section 226(e)(2)(A) states: “An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.”

Labor Code section 226.3 imposes an additional civil penalty on the employer of \$250.00 per employee per violation of Labor Code section 226(a) in an initial citation and \$1,000.00 per employee for each violation in a subsequent citation. In addition, Labor Code section 226(e) imposes a penalty of the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000, and Claimant is entitled to an award of costs and reasonable attorney's fees.

IWC Wage Order 9-2001 (“Records”), Section 7 provides in pertinent part:

“(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request....

Labor Code section 226(a) is a statute listed under Labor Code section 2699.5 for which civil penalties may be recovered under the default civil penalty scheme outlined in Labor Code section 2699(f)(2), cited above. Labor Code section 226.3 provides an additional recoverable penalty “in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation...” The civil penalty assessments under Section 226.3 “are in addition to any other penalty provided by law.” [Emphasis added.]

A-Team failed to provide claimant with accurate, timely itemized wage statements complying with the requirements of the Labor Code and applicable IWC Wage Order(s). The wage statements did not include the correct number of hours worked and wages earned, including rates of pay for hours worked at the lawful regular rates of pay, the rates of pay for vacation time taken and sick time taken. Claimant will pursue all remedies, including recovery of wages, interest, attorneys’ fees and costs, penalties and those provided by the PAGA, to the extent allowed by law, on behalf of herself and other aggrieved employees of A-Team.

**FAILURE TO TIMELY PAY WAGES DUE DURING
AND UPON TERMINATION OF EMPLOYMENT
(Labor Code §§ 201, 201.3, 202, 203, 204, 227.3, 256, 1198, and 2699, and the “Minimum
Wages” and “Hours and Days of Work” and “Reporting Time Pay” Sections of IWC Wage
Order No. 9-2001 [and any other applicable IWC wage orders]))**

Labor Code section 204(a) states, in pertinent part: “All wages . . . 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.” The “Minimum Wages” Section of the applicable Wage Order further states “every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period.”

Labor Code section 201 states: “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Labor Code section 202 states “If an employee not having a written contract for a definite period quits her or her employment, her or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of her or her intention to quit, in which case the employee is entitled to her or her wages at the time of quitting.”

Labor Code section 203(a) states, in relevant part: “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, 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. An employee who secretes or absents herself or herself to avoid payment to her or her, or who refuses to receive the payment when fully tendered to her or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.”

Labor Code section 210(a) provides: “(a) In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil

penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” [Emphasis added.]

Labor Code section 256 states: “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30-days pay as waiting time under the terms of Section 203.”

As a result of its failure to pay for wages for all work time, including but not limited to, all training time, all time spent during “clocked-out” meal periods, all overtime at the lawful regular rate of pay due to the failure to include all non-discretionary income into the regular rate of pay overtime calculation, all reporting-time wages (aka “show-up” time), all accrued vacation wages at the lawful regular rate of pay, and premiums for missed meal periods and rest periods, A-team failed to timely pay claimant and aggrieved employees all wages due and owing as of the time the wages were due and/or upon termination of employment. A-Team willfully failed to pay all wages and penalties when required by Sections 201, 201.3, 202, and 204 of the Labor Code. Therefore, the penalties to all affected employees, including Claimant.

**FAILURE TO REIMBURSE ALL REASONABLE AND NECESSARY BUSINESS EXPENSES
(Labor Code §§ 2802-2804 and IWC Wage Order 9-2001, § 9 [and any other applicable IWC wage orders])**

California Labor Code section 2802 states:

“(a) An employer shall indemnify her or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her or her duties, or of her 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.

(b) All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

(c) For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

As indicated above, claimant and other aggrieved employees had no reimbursement policy dictated by management for cellular telephone usage which was a requirement for their employment. Further, claimant and other aggrieved employees had no reimbursement for the purchase of protective outerwear clothing that contained the distinctive logo/name of “Amazon.” A-Team is on notice that failure to reimburse for business use of personal electronic devices violates the Labor Code. *See, Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

Labor Code section 2802 is a statute specifically listed in Labor Code section 2699.5 as statutes for which violation of has been established to be subject to the default civil penalty provisions in Labor Code section 2699(f)(2). That section provides: “(f) For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: ... (2) If, at the time of the alleged violation, the person employs one or more

employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.”

**CIVIL PENALTIES FOR VIOLATION OF
IWC WAGE ORDERS
(Labor Code §§ 558, and 1197.1)**

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of Part 2, Chapter 1, of the Labor Code or any provision regulating hours and days of work in any IWC Wage Order to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid in addition to an amount sufficient to recover underpaid wages, and \$100 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

Labor Code section 1197.1 states that any employer or other person acting either individually or as an officer, agent or employee of another person, which pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty and restitution of wages payable to the employee in an amount of \$100 for the initial violation for each pay period in which an employee underpaid in addition to an amount sufficient to recover underpaid wages, and \$250 for each subsequent violation in addition to an amount sufficient to recover underpaid wages, which shall be paid to each affected employee.

As set forth above, A-Team violated the IWC Wage Order No. 9 [and any other applicable IWC wage orders) regulating the hours and days of work, Labor Code sections 510, 1197, and 1198, and caused the employees to be paid less than the minimum set by IWC Wage Order No. 9 [and any other applicable IWC wage order). As a result, A-Team is liable for civil penalties under Labor Code sections 558, and 1197.1.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 2810.5, 2751, and 1198, and § 7 of I.W.C. Wage Order No. 9-2001

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. A-Team violated this requirement by its failure to accurately record employee hours worked and/or paid. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer’s failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of \$100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section 1174(d). Furthermore, claimant and all other aggrieved employees are entitled to collect 25% of the penalty imposed pursuant to Section 2699.

A-Team violated Section 1174 by failing to maintain accurate time records through use of an unlawful system that only permitted the recordation of 30 minute meal breaks and failed to permit recordation of actual time worked, including but not limited to, training time performed while away from the employer’s premises.

**PERSONAL LIABILITY FOR OFFICERS MANAGERS AND DIRECTORS
(Labor Code Section 558.1)**

Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. [emphasis added]
- (c) Nothing in this section shall be construed to limit the definition of employer under existing law. Under California law, wages and civil penalties for violations of California’s minimum standards for work and pay conditions are not protected by the “corporate veil” doctrine. “[The] Creditor’s claims and those for the class have not been adjudicated, and discharge of the debtor’s liability for wages and civil penalties would not absolve officers, directors and managing agents for responsibility for the California Labor and Workforce Development Agency (LWDA), since by operation of law [claimants] are deemed Representative of the State of California to recover civil penalties.” See, *Arias v. Superior Court* (2009) 46 Cal.4th 969. Such claims are in effect claims by the State of California for penalties that, while not secured, are owed deference in any dissolution scheme. See, *Iskanian v. Superior Court* (2014) 59 Cal.4th, 348.

Accordingly, PAGA claims include personal liability for said officers, directors and managing agents of a corporate employer. As a result, individuals may be personally liable for PAGA civil penalties under Labor Code section 558 as “other person(s)” who caused the violations regarding minimum wage and others.

This exact question – can an individual officer or agent of a corporation be personally liable for PAGA civil penalties, even without an allegation or finding of alter ego liability – was addressed in *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. There, the Court of Appeal specifically held that “if there is evidence and a finding that a party other than the employer ‘violates, or causes to be violated’ the overtime laws (§ 558(a)) or ‘pays or causes to be paid to any employee’ less than minimum wage (§ 1197.1(a)), then that party is liable for certain civil penalties regardless of the identity or business structure of the employer.” *Id.* at 820. See also *Moua v. IBM* (N.D. Cal. 2019) 2019 U.S.Dist.LEXIS 40851 (holding same).

To the extent that officers, directors or managing agents of A-Team are responsible for violations of the Labor Code sections identified in section 558.1, claimant reserves the right proceed and recover civil penalties from such individuals, if necessary, and will name such parties, if a civil action is filed as Doe Defendants under California Code of Civil Procedure section 474.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES
(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq.*)

Labor Code sections 218.6, 226(e), 1194, 1194.2, 2802, and 2699, *et seq.* give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation at the lawful regular rate of pay, vacation wages, reporting-time pay, damages, liquidated damages and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq.*, aggrieved employees are entitled to collect 25% of the penalty assessment.

CONCLUSION

Ms. Phillips requests the LWDA initiate investigation of the violations described above. If the LWDA does not pursue enforcement within the time proscribed by law, Ms. Phillips will pursue claims for statutory and civil penalties and will seek all remedies available for violations of the Labor Code and the applicable Industrial Welfare Commission Wage Order(s), including all available civil penalties set forth in Labor Code section 2699(f)(2) and Labor Code section 558 and 558.1.

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

Respectfully Submitted,

DYCHTER LAW OFFICES, APC

A handwritten signature in black ink, appearing to read 'A. Dychter', followed by a period.

Alexander I. Dychter, Esq.
Attorneys for Chondra Phillips

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, April 1, 2021 3:19:34 PM

4/1/2021

LWDA Case No. LWDA-CM-827758-21
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Chondra Phillips
Employer: A-TEAM DELIVERS 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

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, April 1, 2021 3:19:51 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-827758-21

Order Number: ORD-000101303

Total:\$75.00

Card Type: Visa

Date: 4/1/2021

Billing Information

Name: Alexander Dychter

Email: alex@dychterlaw.com

Billing Address:

180 Broadway, Ste. 1835

San Diego, California

92101

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