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Attorneys for Plaintiff VICTOR CRUZ, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

VICTOR CRUZ, on behalf of himself and
 all other aggrieved employees,

Plaintiff,

v.

PRIORITYWORKFORCE, INC.; and
 DOES 1 through 50, inclusive,

Defendants.

Case No.: **21STCV31013**

REPRESENTATIVE ACTION

1. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq. for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Keep Accurate Payroll Records and Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys' General Act, Labor Code §2698 et seq for Failure to Indemnify for Expenditures or Losses in Discharge of Duties.

1 Plaintiff VICTOR CRUZ (“Plaintiff” or “Mr. Cruz”) as a representative of the State of
2 California and the Labor and Workforce Development Agency (“LWDA”), and on behalf of
3 himself and other current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff and all similarly-situated
6 employees who were subjected to one or more of the violations alleged herein (“Aggrieved
7 Employees”) by Defendant PRIORITYWORKFORCE, INC. (“Defendant”). The term
8 “Relevant Time Period” or “Time Period” is defined as one (1) year plus sixty-five (65) days
9 prior to the filing of the complaint. Plaintiff reserves the right to amend this complaint to reflect
10 a different “Time Period” as further discovery is conducted.

11 2. Plaintiff, individually and on behalf of the Aggrieved Employees, seeks relief
12 against Defendant for its: (1) failure to pay all wages due, including regular and overtime wages;
13 (2) failure to provide meal periods or premium compensation in lieu thereof; (3) failure to
14 provide rest periods or premium compensation in lieu thereof; (4) failure to keep accurate payroll
15 records and provide accurate itemized wage statements; (5) failure to pay wages due upon
16 termination of employment; and (6) failure to indemnify for expenditures or losses in discharge
17 of duties.

18 3. At all relevant times herein, Defendants have consistently maintained and
19 enforced the following unlawful policies and practices against Plaintiff:

- 20 (a) Willfully refusing to pay all hours worked, including both regular and overtime
21 wages;
- 22 (b) Willfully refusing to permit off-duty meal periods or providing compensation in
23 lieu thereof;
- 24 (c) Willfully refusing to permit rest periods or providing compensation in lieu
25 thereof;
- 26 (d) Willfully refusing to furnish accurate itemized wage statements upon payment
27 of wages;
- 28 (e) Willfully refusing to pay all wages due upon separation of employment; and

1 (f) Willfully refusing to pay for expenditures or losses in the discharge of their duties.

2 **JURISDICTION AND VENUE**

3 4. This Court has subject matter jurisdiction over the causes of action alleged in this
4 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
5 excluded from exercising subject matter jurisdiction over said causes of action.

6 5. Venue is proper in the County of Los Angeles, because the Defendant maintains
7 its location and transact business in this county, the obligations and liability arise in this county,
8 and work performed by Plaintiff and Aggrieved Employees that form the subject of this action
9 occurred in this county.

10 6. The California Superior Court has jurisdiction in the matter, because of the
11 individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional
12 threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident
13 of and/or domiciled in the State of California. Defendants are a corporation and a partnership
14 doing business in the State of California.

15 7. Further, there is no federal question at issue as the issues herein are based solely
16 on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and
17 Professions Code, and California Rules of Court.

18 **THE PARTIES**

19 **Plaintiff**

20 8. Plaintiff at various relevant times herein, was an employee of the Defendant and
21 entitled to compensation for all hours worked, overtime compensation, and penalties from
22 Defendant. Plaintiff began his employment with the Defendant on or around March 2020, until
23 his termination on or around December 12, 2020. Plaintiff was employed by the Defendant
24 during the Relevant Time Period as a non-exempt, hourly forklift driver, earning sixteen dollars
25 and twenty-five cents (\$16.25). Each of the Aggrieved Employees are identifiable, current
26 and/or formerly similarly situated persons who were employed in non-exempt hourly positions
27 in California for the Defendants during the Relevant Time Period.

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1 **Defendants**

2 9. Plaintiff is informed and believes, and based thereon alleges that, Defendant
3 PRIORITYWORKFORCE, INC. is a California corporation, operating various staffing
4 agencies throughout California, including the county of Los Angeles, and is and/or was the
5 employer of the Plaintiff and Aggrieved Employees during the Relevant Time Period. During
6 the Relevant Time Period, Defendant employed Plaintiff and similarly situated persons and
7 failed to pay Plaintiff and Aggrieved employees for all hours worked as a result of working off
8 the clock before or after the start of their shifts, failing to pay minimum and overtime wages,
9 failing to provide meal periods or pay a meal period penalty in lieu of, failed to provide rest
10 periods or pay a rest period penalty in lieu of; failed to reimburse employees for necessary
11 business expenditures, failed to pay all wages upon end of employment, and failed to provide
12 accurate and itemized wage statements. On information and belief, and based thereon alleges
13 that Defendants are conducting business in good standing in California.

14 10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
15 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
16 inclusive, but on information and belief alleges that said Defendants are legally responsible for
17 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
18 capacities of the DOE Defendant when ascertained.

19 11. Plaintiff is informed believes, and thereon alleges, that each Defendants acted in
20 all respects pertinent to this action as the agent of the other Defendants, carried out a joint
21 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
22 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
23 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
24 are alter egos, joint employers and conspire with one another to increase profits by engaging in
25 the conduct described in this complaint.

26 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
27 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
28 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned

below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. By this complaint, Plaintiff brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided by PAGA, labor Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5. Plaintiff and other aggrieved employees are current and former employees of Defendant dating from one (1) year plus sixty-five (65) days prior to the filing of this matter to the resolution of this matter. Plaintiff specifically alleged the following in their notice to the Labor and Workforce Development Agency (“LWDA”) and the employer violations of Labor Code sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as Industrial Welfare Commission (IWC) Wage Order No. 5-2001 (“Wage Order 5”).

14. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code section alleged to have been violated, and after sixty-five (65) days have passed without notice. Prior to filing this complaint, on June 12, 2021, Plaintiff gave written notice by certified electronic mail to the LWDA and to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. Plaintiff was given an LWDA case number of LWDA-CM-834800-21. A true and correct copy of Plaintiff’s original letter sent to the LWDA on June 10, 2021, is attached hereto as “Exhibit A.”

15. More than sixty-five (65) days have passed since Plaintiff submitted his June 12, 2021, notice to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations.

1 Plaintiff further has received no notice of Defendants' intent to cure any of the alleged violations.
2 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard
3 to his June 12, 2021, PAGA notice.

4 **FACTUAL ALLEGATIONS**

5 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
6 employees the benefits due under California's wage and hour laws for work performed in
7 California. Defendants wrongfully refused to pay Plaintiff and Aggrieved Employees regular
8 wages, overtime compensation, business expense reimbursements, and other statutory benefits
9 mandated by California.

10 17. Throughout the Relevant Time Period, Defendants employed Plaintiff and
11 Aggrieved Employees in non-exempt positions throughout its California locations. Accordingly,
12 these positions remain non-exempt from California's wage and hour laws, yet Defendant failed
13 to pay overtime, provide meal and rest breaks and otherwise pay all wages due to these non-
14 exempt employees as required by law.

15 18. During the Relevant Time Period, Defendant failed to compensate Plaintiff and
16 Aggrieved Employees legally mandated minimum wages and overtime rate for all work
17 performed during their shifts in violation of the Labor Code and the Labor Code and Industrial
18 Welfare Commission ("IWC") Wage Orders. During the course of Plaintiff's employment with
19 Defendants, Plaintiff and Aggrieved Employees regularly worked in excess of eight (8) hours
20 per day, but were routinely not paid for all hours worked. Plaintiff and Aggrieved Employees
21 primarily performed non-exempt work in excess of the maximum regular rate hours set by the
22 IWC in the applicable Wage Orders, regulations or statutes, and therefore entitled the Plaintiff
23 and Aggrieved Employees to overtime compensation at time and a half rate, and when
24 applicable, double time rates as set forth by the applicable Wage Orders, regulations and/or
25 statutes. Further, Plaintiff and Aggrieved Employees regularly worked through meal and rest
26 breaks, and were not paid the legally mandated regular or overtime wages for the hours they
27 worked.

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1 19. During the Relevant Time Period, Defendants, and each of them failed and/or
2 refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner so as to
3 reasonably provide meal and/or rest breaks and/or shift relief for Plaintiff and Aggrieved
4 Employees, thereby causing members of the Aggrieved Employees to work without being given
5 paid ten (10) minute rest periods for every four (4) hours or major fraction thereof worked and
6 without being given a thirty (30) minute meal period for shifts of at least five (5) hours and
7 second thirty (30) minute meal periods for shifts of at least ten (10) hours during which
8 Aggrieved Employees were relieved of all duties and free to leave the premises. Defendants
9 further failed and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping
10 manner and/or provide shift relief for Plaintiff and Aggrieved Employees so as to reasonably
11 ensure meal and/or rest breaks were taken within the required statutory time frame as required
12 by law. Furthermore, Defendants failed and/or refused to pay any Aggrieved Employee one (1)
13 hour's pay at the employees' regular rate of pay as premium compensation for failure to provide
14 rest and/or meal periods or to providing such rest and/or meal periods within the statutory time
15 frame as a result of their scheduling policy.

16 20. As a result of Defendants' aforementioned failure to pay all wages to Plaintiff
17 and Aggrieved Employees, due to its unfair rounding practices, and requiring Plaintiff and
18 Aggrieved employees to work off the clock, among other things, Defendants failed to maintain
19 accurate payroll records showing the accurate number of hours worked, accurate rate of pay for
20 each hour worked, premium wages earned, and accurate gross and net wages paid in violation of
21 Labor Code sections 226, 1174, and 1174.5. Specifically, Defendant failed to provide Plaintiff
22 and other Aggrieved Employees with wage statements that include all rest and meal premiums,
23 total number of hours worked at each hourly rate, the correct overtime rate, gross and net wages
24 earned, as well as the correct legal entity address.

25 21. Plaintiff and Aggrieved Employees who ended their employment during the
26 Relevant Time Period, were not paid the above due compensation or premium compensation
27 timely upon the termination of their employment as required by Labor Code.

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1 22. Defendant further failed to reimburse Plaintiff and Aggrieved Employees for any
2 necessary business expenses. Defendants had a policy and/or practice of failing to reimburse
3 Plaintiff and Aggrieved Employees for incurring necessary business expenditures as required by
4 Labor Code sections 2802. Plaintiff and other Aggrieved Employees were required by Defendant
5 to make use of their personal cellphones to carry out their duties of employment. Specifically,
6 Plaintiff and other Aggrieved Employee were required to routinely make/receive calls/text
7 messages to/from their supervisors regarding scheduling, provide supervisors with status
8 updates, take photos and/or videos of work stations, and subsequently send said pictures to
9 supervisors/managers, among other things. Notwithstanding the aforementioned, Defendant
10 failed to reimburse Plaintiff and other Aggrieved Employees for their necessary business
11 expenditures. Defendants failed to reimburse Plaintiff and Aggrieved Employees for the
12 reasonable percentage of their cellphone bills in violation of the Labor Code and the IWC Wage
13 Orders.

14 25. During the Relevant Time Period, Defendant and each of them, required Plaintiff
15 and Aggrieved Employees to work without lawful compensation, in violation of the California
16 Labor Code, applicable Wage Orders, regulations and statutes, and Defendants: (1) willfully
17 failed and refused, and continue to fail and refuse to pay compensation for all hours worked for
18 the Plaintiff and Aggrieved Employees: and (2) willfully failed and refused, and continue to fail
19 and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff
20 and Aggrieved Employees.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
23 **OVERTIME**

24 **(Labor Code §§ 510, 1194, 1194.2, 1197, and 1197.1)**

25 **(Plaintiff Against All Defendants)**

26 26. Plaintiff realleges and incorporate by reference the preceding paragraphs of this
27 complaint as if fully set forth herein.

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1 27. Plaintiff and Aggrieved Employees regularly worked over eight (8) hours per day
2 and forty (40) hours per week. Defendants failed to pay Plaintiff and Aggrieved Employees
3 minimum wage for all hours worked and overtime premium for hours worked in excess of over
4 eight (8) hours per day and/or forty (40) hours per week for work performed for the Defendants.
5 Defendants failed to pay Plaintiff and Aggrieved Employees overtime premium for hours worked
6 in excess of eight (8) hours per day and forty (40) hours per week for work performed for
7 Defendants. Defendants failed to schedule Plaintiff and Aggrieved Employees in such a manner
8 that allowed Plaintiff and Aggrieved Employees to be relieved of their shift immediately, thereby
9 causing Plaintiff and Aggrieved Employees to work in excess of eight (8) hours per day and/or
10 forty (40) hours per week. Furthermore, Defendant required Plaintiff and Aggrieved Employees
11 to work off the clock. For instance, during the COVID-19 pandemic, Defendant mandated Mr.
12 Cruz and other Aggrieved Employees to arrive five (5) to ten (10) minutes prior to the start of
13 their shift so as to undergo a temperature check. However, despite the forgoing, Mr. Cruz and
14 other aggrieved employees were not compensated for this time and were only compensated from
15 the start of their scheduled shifts. As a result, Plaintiff and Aggrieved Employees were not
16 compensated by Defendant for time spent under the control of Defendant and while performing
17 work-related duties off the clock.

18 28. Defendants willfully violated the Labor Code by failing to pay Plaintiff and
19 Aggrieved Employees all wages, including both minimum wage and overtime. Plaintiff and
20 Aggrieved Employees were denied proper wages as a result of Defendants' policy of having
21 Plaintiff and Aggrieved Employees work through their meal periods and failing to compensate
22 Plaintiff and Aggrieved Employees for all hours worked at the proper rate of pay pursuant to
23 Labor Code section 510.

24 29. Moreover, on information and belief, during the Relevant time Period, Defendant
25 implemented an unlawful rounding policy that failed to compensate Plaintiff and Aggrieved
26 Employees for all hours worked, in violation of the applicable Wage Orders, regulations, and
27 statutes. Defendant's rounding policy illegally resulted in favor of Defendant by decreasing the
28 amount of compensation paid to Plaintiff and Aggrieved Employees.

1 30. A valid rounding policy must be applied consistently and “favors neither
2 overpayment nor underpayment.” (See e.g. *See’s Candy Shops, Inc. v. Superior Court*, (2012)
3 210 Cal.App.4th 889.) An employer’s rounding policy violates DOL regulations when it
4 “systematically undercompensates employees, such as...polic[ies] [that] only round down.” (*Id.*)
5 Defendant’s “rounding” policy fails to meet the “fairness” test as set out by the appellate court
6 that provided a “rounding” legality test. Under *See’s*, the rule in California is that an employer is
7 entitled to use the nearest-tenth rounding policy if the rounding policy is fair and neutral on its
8 face and “it is used in such a manner that it will not result, over a period of time, in failure to
9 compensate the employees properly for all the time they have actually worked.” (*See’s*, 210
10 Cal.App.4th at 907.)

11 31. On information and belief, Plaintiff and Aggrieved Employees were habitually
12 undercompensated for their time. Contrary to federal law (29 C.F.R. § 785.48) which permits
13 rounding time to the nearest five (5) minutes, or one tenth or quarter of an hour, Defendant here
14 had no such distinguishable pattern of rounding employees’ actual time worked. Whether
15 employees clocked in ten (10) minutes early or clocked out seven (7) minutes late, they were paid
16 for eight (8) hours. Hence, Defendant routinely rounded to the nearest hour for its own benefit.

17 32. California statutes and regulations do not specifically address rounding, but Labor
18 Code sections 510 and 1194 clearly mandate employees must be paid the legally required
19 compensation for all time worked, including overtime. Plaintiff’s preliminary analysis
20 demonstrates that the Defendant’s “rounding” policy “systematically undercompensate[s]
21 employees,” (*Id.*, citing *Alonzo v. Maximus, Inc.*, 832 F. Supp. 2d 1122, 1126-1127 (C.D. Cal.
22 2011) because it is applied in concert with Defendant’s “attendance, punctuality, and tardiness”
23 policies such that it is set up to result in Plaintiff and Aggrieved Employees being underpaid for
24 the hours worked and provides Defendants’ free labor.) Instead, Defendant consistently rounded
25 the time employees worked downward to evade their overtime obligations.

26 33. Since the LWDA has not indicated that it will be investigating more than sixty-
27 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
28 to remedy the allegations set forth above, Plaintiff, as representatives of the State of California,

1 seek any and all penalties otherwise capable of being collected by the Labor Commission, the
2 LWDA and/or the Department of Labor Standards Enforcement (“DLSE”). This includes each
3 of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,
4 subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

5 34. Plaintiff is informed and believes that Defendants have violated, and continues to
6 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
7 minimum wages and overtime.

8 35. Plaintiff, as a representative of the State of California, seek to recover any and all
9 penalties for each and every violation shown to exist or to have occurred during the Relevant
10 Time Period, in an amount according to proof, as to those penalties that are otherwise only
11 available to public agency enforcement actions. Funds recovered will be distributed in
12 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
13 being reimbursed to the LWDA.

14 36. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys’ fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and
16 prejudgment interest.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
19 **PREMIUM COMPENSATION IN LIEU THEREOF**

20 **(Labor Code Sections 226.7 and 512)**

21 **(Plaintiff against All Defendants)**

22 37. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
23 fully set forth herein.

24 38. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, Sect. 11
25 provides that no employer shall employ any person for a work period of more than five (5) hours
26 without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes
27 or employ any person for a work period of more than ten (10) hours without a second meal period
28 of not less than thirty (30) minutes.

1 39. Labor Code section 226.7 provides that if an employer fails to provide an
2 employee a meal period in accordance with this section, the employer shall pay the employee
3 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
4 meal period is not provided in accordance with this section. Plaintiff alleges that Defendant failed
5 to provide legally compliant meal periods in addition to impeding, discouraging, dissuading
6 and/or not relieving employees from all work duties during meal periods thereby preventing
7 employees from taking legally compliant meal periods.

8 40. Industrial Welfare Commission (IWC) Wage Order No. 5-2001 ("Wage Order
9 5") section 11(A) states, "Unless the employee is relieved of all duty during a thirty (30) minute
10 meal period, the meal period shall be considered an "on duty" meal period and counted as time
11 worked. An "on duty" meal period shall be permitted only when the nature of the work prevents
12 an employee from being relieved of all duty and when by written agreement between the parties
13 an on-the-job paid meal period is agreed to. The written agreement shall state that the employee
14 may, in writing, revoke the agreement at any time."

15 41. The burden to prove that a meal or rest period violation has occurred normally
16 rests on the Plaintiff. However, under *Safeway, Inc. v. Superior Court* (238 Cal. App. 4th 1138,
17 1159-60 (2015)), where an employer fails to keep accurate records of meal and rest periods, a
18 presumption of meal and rest period violations is created, shifting the burden to the employer to
19 prove that meal and rest period violations did not occur.

20 42. Defendant failed to schedule non-exempt employees in an adequately
21 overlapping manner so as to reasonably ensure Plaintiff and Aggrieved Employees could take
22 and/or receive such meal periods within the statutory timeframe. Further, Defendants obligated
23 Plaintiff and Aggrieved Employees to work through meal periods while off-the-clock.
24 Defendants denied Plaintiff and Aggrieved Employees duty-free meal periods, as a result,
25 Plaintiff and Aggrieved Employees were often forced to forego meal periods and/or work during
26 their meal periods. In so doing, Defendant has intentionally and improperly denied meal periods
27 to Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512 and
28 other regulations and statutes.

1 43. Defendants failed to keep accurate records of the meal periods taken by Plaintiff
2 and Aggrieved Employees.

3 44. At all times relevant hereto, Plaintiff and Aggrieved Employees have worked
4 more than five (5) hours in a workday.

5 45. At varying times relevant hereto, Plaintiff and Aggrieved Employees at times
6 have worked more than ten (10) hours in a workday.

7 46. At all times relevant hereto, Defendant, failed offer or to schedule non-exempt
8 positions in a manner so as to reasonably provide meal and/or work free meal period as required
9 by Labor Code sections 226.7 and 512.

10 47. Defendant's failure to schedule Plaintiff and Aggrieved Employees in such a way
11 as to provide meal periods, and/or work free meal periods to Plaintiff and Aggrieved Employees,
12 and/or to provide on-duty meal periods in accordance with the applicable Wage Order, has
13 caused Plaintiff and Aggrieved Employees to suffer, and continue to suffer, injury which will be
14 ascertained according to proof at trial.

15 48. Further, Defendant's failure to maintain accurate records of the meal periods
16 taken by Plaintiff and Aggrieved Employees creates a presumption of the violations having
17 occurred and shifts the burden to Defendants to prove they did not occur.

18 49. Plaintiff individually, and the Aggrieved Employees, request recovery of any civil
19 penalties against Defendants, and each of them, in a sum as provided by the Labor Code.

20 50. Since the LWDA has not indicated that it will be investigating and sixty-five (65)
21 days have passed since Plaintiff mailed his letter, and because Defendant took no corrective
22 action to remedy the allegations set forth above, Plaintiff, as representatives of the people of the
23 State of California, seek any and all penalties otherwise capable of being collected by the Labor
24 Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE").
25 This includes each of the following, as set forth in Labor Code section 2699.5, which provides
26 that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions:
27 226.7 and 512.

28 / / /

1 Defendants intentionally and improperly denied duty free rest periods to the Plaintiff and
2 Aggrieved Employees in violation of Labor Code sections 226.7 and 512.

3 58. Furthermore, Defendants failed to provide Plaintiff and Aggrieved Employees
4 with duty free rest periods or failed to provide Plaintiff and Aggrieved Employees with rest
5 periods all together in violation of Labor Code section 226.7 and 512.

6 59. Defendant failed to keep accurate records of the rest periods taken by Plaintiff
7 and Aggrieved Employees.

8 60. At all times relevant hereto, Plaintiff and Aggrieved Employees, have worked
9 more than four (4) hours in a workday.

10 61. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
11 and Aggrieved Employees as a result of their scheduling and shift relief system, Plaintiff and
12 Aggrieved Employees have suffered, and will continue to suffer damages.

13 62. Plaintiff, by virtue of his employment with Defendants, and Defendants' failure
14 to provide Plaintiff and Aggrieved Employees with rest breaks, requiring Plaintiff and Aggrieved
15 Employees to work through their rest periods without receiving compensation in lieu thereof, is
16 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
17 all prerequisites to serve as a representative of the general public to enforce California's labor
18 laws, and the penalty provisions identified in Labor Code section 2699.5.

19 63. Plaintiff individually, and the Aggrieved Employees, as a representative of the
20 State of California, seek any and all penalties otherwise capable of being collected by the Labor
21 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
22 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
23 alleged violation of the following provisions: 226.7 and 512.

24 64. Plaintiff, as representative of the State of California, seek to recover any and all
25 penalties for each and every violation shown to exist or to have occurred during the Relevant
26 Time Period, in an amount according to proof, as to those penalties that are otherwise only
27 available to public agency enforcement actions. Funds recovered will be distributed in
28 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered

1 being reimbursed to the LWDA.

2 65. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
3 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

4 **FOURTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO KEEP ACCURATE PAYROLL**
6 **RECORDS AND TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(Labor Code Sections 1174 and 226, subdivision (A), (E))**

8 **(Plaintiff against All Defendants)**

9 66. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
10 preceding paragraphs of this complaint as if fully set forth herein.

11 67. Labor Code section 1174, subdivision (d), requires an employer to keep at a
12 central location in California or at the plant or establishment at which the employees are
13 employed, payroll records showing the hours worked daily, and the wages paid to each
14 employee. Plaintiff is informed and believes, based thereon alleges, that Defendants willfully
15 failed to make or keep accurate records for Plaintiff and similarly-aggrieved employees.

16 68. Labor Code section 226, subdivision (a), states in pertinent part that, "every
17 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
18 employees, either as a detachable part of the check, draft, or voucher paying the employee's
19 wages, or separately when wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee .
21 . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
22 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number; (8) the name and address of the legal entity that is the
25 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and
26 corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, §
27 226.)

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69. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to Plaintiff and Aggrieved Employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, due to its rounding policies among other things, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, the accurate gross pay, as well as state the legal entity's legal address. Such failure caused injury to Plaintiff and Aggrieved Employees.

70. Plaintiff and Aggrieved Employees are entitled to damages under Labor Code section 226, subdivision (a), and the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one-hundred (\$100.00) per employee for each violation in each subsequent pay period, pursuant to Labor Code section 226, subdivision (e).

71. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered being reimbursed to the LWDA.

72. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Labor Code Sections 201, 202 and 203)

(Plaintiff against All Defendants)

73. Plaintiff and Aggrieved Employees reallege and incorporate by reference the preceding paragraphs of this complaint as if fully set forth herein.

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1 74. Labor Code section 201 provides that an employer is required to pay an employee
2 whose employment is terminated by the employer all wages earned and unpaid immediately
3 upon termination.

4 75. Labor Code section 202 required an employer pay to an employee who quits his
5 or her employment, all wages earned and unpaid no later than seventy-two (72) hours thereafter.

6 76. Labor Code section 203 provides that an employer who fails to pay all wages
7 earned and due to an employee, who is discharged or who quits within the timeframe set forth in
8 sections 201 and 202, the wages of the employee shall continue as a penalty from the due date
9 at the same rate of pay until paid, but no more than thirty (30) days.

10 77. Plaintiff is informed and believes that certain members of the Aggrieved
11 Employees who ended their employment with Defendants during the Relevant Time Period,
12 were entitled to be promptly paid both minimum wage and lawful overtime compensation and
13 other premiums, as required by Labor Code sections 201, 202 and 203.

14 78. Defendants refused and/or failed to promptly compensate Aggrieved Employees
15 wages owed as a result of Defendants' failure to provide meal and/or rest periods as well as pay
16 both minimum and overtime compensation owed for work performed for Defendant.

17 79. Plaintiff, by virtue of his employment with Defendants, is an aggrieved employee
18 with standing to bring an action under the PAGA and has suffered injury as to one or more
19 violations committed by Defendants. Plaintiff has satisfied all prerequisites to serve as a
20 representative of the general public to enforce California's labor laws, and the penalty provisions
21 identified in Labor Code section 2699.5.

22 80. Plaintiff, as a representative of the people of the State of California, will seek any
23 and all penalties otherwise capable of being collected by the Labor Commission and/or the
24 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
25 provides that section 2699.3, subdivision (a), applies to any alleged violation of the following
26 provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

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1 81. Plaintiff, as a personal representative of the general public, will and does seek to
2 recover any and all penalties for each and every violation shown to exist or to have occurred
3 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
4 otherwise only available to public agency enforcement actions. Funds recovered will be
5 distributed in accordance with the PAGA, with at least seventy five percent (75%) of the
6 penalties recovered being reimbursed to the LWDA.

7 82. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
8 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

9 **SIXTH CAUSE OF ACTION**

10 **VIOLATION OF PAGA FOR FAILURE TO INDEMNIFY FOR EXPENDITURES OR**
11 **LOSSES IN DISCHARGE OF DUTIES**

12 **(Labor Code Section 2802)**

13 **(Plaintiff against All Defendants)**

14 83. Plaintiff and Aggrieved Employees reallege and incorporate by reference the
15 preceding paragraphs of this complaint as if fully set forth herein.

16 84. Labor Code section 2802 states, "An employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties..."

19 85. Plaintiff and the Aggrieved Employees were not reimbursed by Defendant for
20 necessary expenditures as a direct consequence of the discharge of their duties.

21 86. Defendants knowingly, willingly and intentionally attempted to offset the cost of
22 doing business on the Plaintiff and Aggrieved Employees.

23 87. Defendants had a policy and practice of requiring Plaintiff and Aggrieved
24 Employees to shoulder the burden of Defendant's cost of doing business by failing to reimburse
25 Plaintiff and Aggrieved Employees for necessary business expenditures. Specifically, Plaintiff
26 and other Aggrieved Employee were required to routinely use their personal cellphones to for
27 example, make/receive calls/text messages to/from their supervisors regarding scheduling,
28 provide supervisors with status updates, take photos and/or videos of work station, and

1 subsequently send said pictures to supervisors/managers. However, despite the foregoing,
2 Defendant failed to reimburse Plaintiff and Aggrieved Employees with a reasonable percentage
3 of their cellular phone bills.

4 90. Accordingly, Plaintiff and Aggrieved Employees are entitled to an award of
5 "necessary expenditures or losses" which shall include all reasonable costs, including, but not
6 limited to, attorney's fees and interest.

7 91. Plaintiff by virtue of his employment with Defendants and the Defendants' policy
8 of requiring Plaintiff and Aggrieved Employees to shoulder the burden of Defendants' cost of
9 doing business by failing to reimburse Plaintiff and Aggrieved Employees for necessary
10 expenditures, is an aggrieved employee with standing to bring an action under the PAGA.
11 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce
12 California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

13 92. Plaintiff, as a representative of the people of the State of California, will seek any
14 and all penalties otherwise capable of being collected by the Labor Commission and/or the
15 DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which
16 provides that section 2699.3, subdivision (a), applies to any alleged violation of the following
17 provisions: 201, 202, 203, 226, 226.7, 510, 512, 1174, and 1194.

18 93. Plaintiff, as a personal representative of the general public, will and does seek to
19 recover any and all penalties for each and every violation shown to exist or to have occurred
20 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
21 otherwise only available to public agency enforcement actions. Funds recovered will be
22 distributed in accordance with the PAGA, with at least seventy-five percent (75%) of the
23 penalties recovered being reimbursed to the LWDA.

24 94. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees
25 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including, but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
Berkeh Alemzadeh, Esq.
Attorneys for Plaintiff VICTOR CRUZ

EXHIBIT A



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

June 10, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3845

Return Receipt Requested

Attn: Agent for Service: C T CORPORATION SYSTEM (C0168406)
330 N. Brand Blvd.
Glendale, CA 91203

VIA CERTIFIED MAIL# 7019 2280 0002 0214 3838

Return Receipt Requested

PriorityWorkforce, Inc.
15941 Red Hill Ave., Suite 100
Tustin, CA 92780

Re: Victor Cruz v. PriorityWorkforce, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; PriorityWorkforce, Inc.

From: Victor Cruz, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Mr. Victor Cruz ("Mr. Cruz" or "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against PriorityWorkforce, Inc. ("PWI" or "Employer") in a court of law and/or administrative

proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Priority Workforce, Inc. ("PWI" or "Employer") is a California corporation, operating various staffing agencies throughout California, including Orange County. At all relevant times herein, Mr. Cruz was employed by Employer as an hourly, non-exempt employee.

Mr. Cruz alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, by failing to provide Mr. Cruz and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, failing to provide all wages earned at end of employment, and failing to reimburse for necessary business expenditures. Mr. Cruz and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one (1) year plus sixty-five (65) days prior to the filing of a complaint alleging a PAGA cause of action.

A. PWI Failed to Provide Mr. Cruz and other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in lieu thereof, in accordance with California law.

Mr. Cruz alleges that he and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Mr. Cruz and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Mr. Cruz and other aggrieved employees to continue working throughout their meal periods. Further, Mr. Cruz and other aggrieved regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Moreover, Employer had an auto-deduct policy for meal periods regardless of whether Mr. Cruz and/or other aggrieved employees actually took a meal period, or received a late or missed meal period. Such a policy failed to accurately and precisely illustrate the true record of Mr. Cruz and other aggrieved employees' meal breaks. More recently, Employer required Mr. Cruz and other aggrieved employees to clock in and out for their meal breaks, while, Employer continued to utilize their auto-deduct policy whenever Mr. Cruz and other aggrieved employees failed to clock in/out for their meal breaks. Notwithstanding the foregoing, Employer failed to keep *actual*

and accurate time records for which Mr. Cruz and other aggrieved employees spent taking meal breaks. Instead, Employer routinely utilized a rounding policy to round time punches for Mr. Cruz and other aggrieved employees' meal periods. For example, Employer would systematically round the time punches to the nearest ten (10) minute increment. In these instances, Mr. Cruz and other aggrieved employees did not receive a meal premium, even though the actual meal period taken by Mr. Cruz and other aggrieved employees were substantially less than thirty (30) minutes. Due to Employer's rounding policy, Mr. Cruz and other aggrieved employees did not receive proper premiums for meal periods that were shortened or delayed.

Mr. Cruz further alleges that he and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Mr. Cruz and other aggrieved employees were generally precluded from taking rest periods due to Employer's failure to sufficiently staff shifts to provide relief and thereby allow Mr. Cruz and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Mr. Cruz alleges he and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

B. PWI Failed to Pay Mr. Cruz and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime

Employer failed to pay Mr. Cruz and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Mr. Cruz and other aggrieved employees worked shifts in excess of eight (8) hours per day, all hours worked, but not compensated were required to be compensated at a rate of at least one-and-a-half times each employee's base rate of pay. To the extent such hours exceeded twelve (12) in one day or eight (8) on the seventh consecutive day worked, such hours were required to be compensated at a rate of at least two times each employee's base rate of pay. During the COVID-19 pandemic, Employer mandated Mr. Cruz and other aggrieved employees to arrive five (5) to ten (10) minutes prior to the start of their shift so as to undergo a temperature check. However, despite the forgoing, Mr. Cruz and other aggrieved employees were not compensated for this time and were only compensated from the start of their scheduled shifts.

Further, Employer either compensated Mr. Cruz and aggrieved employees for overtime and double time hours worked at their regular rate of pay despite having worked in excess of up to and over twelve (12) hours per workday and in excess of eight (8) hours on the seventh consecutive day of work in a workweek, or would simply not compensate for hours worked in excess of ten (10) hours per workday. In addition, Employer maintained a common practice of rounding time recorded by Mr. Cruz and other aggrieved employees at regular fifteen (15) minute increments to the detriment of Mr. Cruz and other aggrieved employees.

Employer's failure to pay minimum wage and applicable overtime rates to Mr. Cruz and

other aggrieved employees, as well as rounding time recorded, as detailed above, is actionable under PAGA as a violation of Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Orders.

C. PWI Failed to Provide Mr. Cruz and Other Aggrieved Employees Compliant Wage Statements, and Failed to Pay all Wages Earned at the Time Their Employment Ended

Employer further failed to maintain complete and accurate payroll records and failed to provide Mr. Cruz and other aggrieved employees with complete and accurate wage statements. Specifically, Mr. Cruz and other aggrieved employees received wage statements that failed to include all rest and meal break premiums earned per pay period, compensation for actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned, as well as the correct entity name and address. This conduct is in violation of Labor Code sections 226, 226.3, 1174 and 1174.5 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. PWI failed to Reimburse Mr. Cruz and Other Aggrieved Employees for Necessary Business Expenditures

Pursuant to Labor Code section 2802(a) "[a]n employer shall indemnify his or her employee for all necessary business 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..." The purpose of this statute is to "prevent employers from passing their operating expenses on to their employee," *Gattuso v. Harte-Hanks Shoopers, Inc.*, 42 Cal 4th 554, 562 (2007) (quoting legislative history from the 2000 amendment to the statute). Under Labor Code section 2802, "necessary" is defined to include all "reasonable" expenses.

The employer's obligation to reimburse business related expense arises when the employer "knew or should have known: that its employees have incurred business related expenses. *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903 (N.D. Cal. 2009) (Hon. Edward Chen); *Wilson v. Kiewit Pacific Co.*, 2010 WL 5059522 (N.D. Cal. Dec. 6, 2010) (Hon. Susan Illston) (adopting the "knew or should have known standard" standard from RadioShack.)

i. Employer Failed to Reimburse Mr. Cruz and the Other Aggrieved Employees for Using their Personal Cellphones

Under Labor Code section 2802, employers must reimburse employees for required work-related use of personal cellphones – regardless of whether they incur any additional out of pocket expense from that work-related use. *See, Cochran v. Schwan's Home Service, Inc.* 228 Cal App. 4th 1137 (August 12, 2014) (reversing denial of class certification in cell phone reimbursement class action). *Cochran* held that "[i]f an employee is required to use personal cellphone to carry

out work related duties, then he or she is incurring an expense for the purpose of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all...it is irrelevant whether the employee changed plans to accommodate work related cellphone usage...To show liability under section 2802, an employee need only show that he or she was required to use a personal cellphone to carry out work related duties, and he or she was no reimbursed." *Id.* At 1144-45 (emphasis added.)

PWI failed to reimburse Mr. Cruz and other aggrieved employees for necessary business expenses incurred in the course of performing their job duties. Specifically, Employers required Mr. Cruz and other aggrieved employees to use their personal cellphones to carry out their work-related duties, including without limitation communicating with supervisors, regarding scheduling, provide status updates, take/send various photos of various work stations. However, Mr. Cruz and other aggrieved employees were not reimbursed for the reasonable percentage of their cellphone bills. Employer's failure to reimbursement said expenditure constitutes a violation of Labor Code section 2802 and is actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Cruz becomes aware of additional compensation owed or losses incurred by Mr. Cruz or by any other aggrieved employee of the Employer, Mr. Cruz expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Kevin Mahoney, Esq

249 E. Ocean Blvd. Suite #814

Telephone: (562) 590-5550

Facsimile: (562) 590-8400

Email: kmahoney@mahoney-law.net

Sincerely,



Kevin Mahoney, Esq.

MAHONEY LAW GROUP, APC