

KINGSLEY & KINGSLEY, APC
 ERIC B. KINGSLEY, Esq. (SBN 185123)
 eric@kingsleykingsley.com
 KELSEY M. SZAMET, Esq. (SBN 260264)
 kelsey@kingsleykingsley.com
 16133 Ventura Blvd., Suite 1200
 Encino, CA 91436
 Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

FILED
 Superior Court of California
 County of Los Angeles

01/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Gomez Deputy

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

CRISTIAN CHAVEZ, an individual, on
 behalf of himself and others similarly situated

PLAINTIFF,

v.

MPACT STRATEGIC CONSULTING, LLC;
 and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV33760

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2 and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff CRISTIAN CHAVEZ, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”),
4 complains of Defendant MPACT STRATEGIC CONSULTING, LLC (“Defendant”) and each of
5 them, as follows:

6 **I.**
7 **INTRODUCTION**

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

11 All persons who are employed or have been employed as an hourly
12 employee by MPACT STRATEGIC CONSULTING, LLC, in the
13 State of California who worked one or more pay periods since four
14 (4) years prior to the filing of this action to the present plus any
15 additional time during which the statutes of limitation for the causes
of action herein were tolled pursuant to Emergency Rule 9 of the
California Rules of Court, the ‘Emergency Rules Related to
COVID-19’. (“Proposed Class”)

16 2. Any limitations period referenced in this complaint is extended pursuant to
17 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
18 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
19 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
20 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
21 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
22 relevant time period or statute of limitations referenced in this complaint is extended into the past
23 by the number of days in which this tolling was in effect.

24 3. From at least four (4) years prior to the filing of this action continuing to the present,
25 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
26 members at the appropriate rate of pay. Plaintiff and Proposed Class members were not properly
27 compensated for all hours worked at the appropriate rate of pay because Defendant required them
28 to undergo daily COVID tests/checks before the start of each shift and required them to perform

1 post-shift work, but failed to compensate them for this time worked at the appropriate rate of pay.
2 Plaintiff and the Proposed Class are not paid any wages for the time spent undergoing these
3 required COVID tests or the required post-shift work. As such, Plaintiff and the Proposed Class
4 were routinely required to work “off the clock”. Additionally, Defendant maintained an unlawful
5 policy of automatically deducting (“auto-deduct”) for meal periods regardless of whether a
6 compliant meal period was actually provided. This auto-deduct policy resulted in the unlawful
7 withholding of wages and/or overtime for time worked. As such, Defendant fails to pay Plaintiff
8 and the Proposed Class for each and every hour worked.

9 4. From at least four (4) years prior to the filing of this action and continuing to the
10 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
11 meal periods and failed to provide compliant meal periods. Defendant maintains an unlawful
12 policy of requiring Plaintiff and the Proposed Class to remain on the premises during meal periods
13 in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer
14 that limits where an employee can take a break does not “relinquish control over how employees
15 spend their time”). As Such, Defendant failed to provide Plaintiff and the Proposed Class with
16 compliant meal periods. Defendant failed to pay such employees one (1) hour of pay at the
17 employees’ regular rate of compensation for each workday that the first meal period was not
18 provided within the first (5) hours of the shift. Further, as mentioned above, Defendant maintained
19 a policy of automatically deducting 30 minutes from each shift that Plaintiff and the Proposed
20 Class worked. This “auto-deduct” policy was unlawful and did not account for whether the meal
21 periods were actually provided, whether employees were able to take their meal periods at all,
22 whether they were able to take timely meal periods, whether they took meal periods of less than
23 thirty minutes, whether they were free to leave the premises, and whether they were free from
24 interruption for the full 30 minutes.

25 5. From at least four (4) years prior to the filing of this action and continuing to the
26 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
27 rest periods and failed to provide compliant rest periods. As with meal periods, Defendant has had
28 a consistent policy of failing to permit Plaintiff and the Proposed Class to leave Defendant’s

1 business premises during rest breaks in violation of *Augustus*. In addition, as with meal period
2 premiums, Defendant failed to pay rest period premiums as required by California state wage and
3 hour laws for non-compliant rest breaks.

4 6. For at least one (1) year prior to the filing of this action and continuing to the
5 present, Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order
6 4-2001 and Labor Code § 226(a) by failing to provide Plaintiff and the Proposed Class accurate
7 itemized wage statements in writing showing the total hours worked and all applicable hourly rates
8 in effect during the pay period and the corresponding number of hours worked at each hourly rate
9 by the employee.

10 7. For at least three (3) years prior to the filing of this action continuing to the present,
11 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
12 the Proposed Class.

13 8. Plaintiff, on behalf of himself and all Proposed Class members brings this action
14 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 1194.2; Wage
15 Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid
16 wages/overtime, meal and rest period penalties, accurate itemized wage statements, all wages due
17 upon termination, other penalties, injunctive and other equitable relief, and reasonable attorneys’
18 fees and costs.

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

22 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
23 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
24 PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph
25 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
26 pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or
27 formerly employed by Defendant during the liability period as defined in his PAGA notice letter
28 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code §2699, et seq. seeking

1 penalties for Defendant's failure to pay all wages and/or overtime, including minimum wages,
2 failure to provide lawful meal and rest periods, failure to provide accurate itemized wage
3 statements, and failure to pay all wages due at the time of termination.

4 **II.**

5 **JURISDICTION AND VENUE**

6 11. This Court has subject matter jurisdiction over all causes of action asserted herein
7 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
8 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
9 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
10 State of California or is subject to adjudication in the courts of the State of California.

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

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

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

24 **III.**

25 **PARTIES**

26 **A. PLAINTIFF**

27 15. Plaintiff CRISTIAN CHAVEZ is a resident of California.

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

- a. Work without being paid for all hours at the appropriate rate of pay;
- b. Work without being provided compliant meal periods;
- c. Work without being provided compliant rest periods;
- d. Work without being provided accurate itemized wage statements.

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

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

19. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code §2699(c).)

B. DEFENDANTS

20. Defendant MPACT STRATEGIC CONSULTING, LLC is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 4635 SW Freeway Ste 700, Houston, TX 77027. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

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

22. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the

1 employer and/or joint employer of Plaintiff and the Proposed Class members.

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

7 **IV.**

8 **FACTUAL BACKGROUND**

9 24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
10 classified as non-exempt employees by Defendant. Defendant hires employees who work as
11 hourly employees and are paid on an hourly basis.

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

15 26. On a regular and consistent basis, Plaintiff and the Proposed Class were not paid at
16 the proper rate of pay for all hours worked. Defendant required Plaintiff and the Proposed Class
17 to undergo Covid tests/checks before the start of each shift and perform post-shift work. Plaintiff
18 and the Proposed Class are not paid any wages for the time spent undergoing these required
19 COVID tests or the required post-shift work. As such, Plaintiff and the Proposed Class were
20 routinely required to work “off the clock”. Additionally, Defendant maintained an unlawful policy
21 of automatically deducting (“auto-deduct”) for meal periods regardless of whether a meal period
22 was provided at all. This auto-deduct policy resulted in the unlawful withholding of wages and/or
23 overtime for time actually worked.

24 27. Plaintiff and all Proposed Class members have been forced by Defendant to work
25 without being provided first and second meal periods. Plaintiff and all Proposed Class members
26 have been forced by Defendant to work over five (5) hours in one day without being provided
27 compliant thirty (30) minute uninterrupted meal breaks and not being compensated one (1) hour
28 of pay at their regular rate of compensation for each workday that a first meal period was not

1 provided or provided after five (5) hours and a second meal period was not provided or provided
2 after the employees' tenth hour of work, all in violation of California labor laws, regulations, and
3 Industrial Welfare Commission Wage Orders. Plaintiff and the Proposed Class have been required
4 to work shifts where they were not permitted to leave Defendant's business premises during meal
5 breaks. Defendant failed to pay meal premiums in lieu of compliant meal breaks as required by
6 California law. Defendant also failed to inform Plaintiff and the members of the Proposed Class
7 of their right to take compliant meal periods by way of a lawful policy. Further, Defendant
8 maintained a policy of automatically deducting 30 minutes from each shift that Plaintiff and the
9 Proposed Class worked. This "auto-deduct" policy was unlawful and did not account for whether
10 the meal periods were actually provided, whether employees were able to take their meal periods
11 at all, whether they were able to take timely meal periods, whether they took meal periods of less
12 than thirty minutes, whether they were free to leave the premises, and whether they were free from
13 interruption for the full 30 minutes.

14 28. Defendant failed to provide Plaintiff and the Proposed Class members with
15 compliant rest breaks of not less than ten (10) minutes per four (4) hour work period or major
16 fraction thereof. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class
17 of this right. Plaintiff and the Proposed Class are regularly required to work four-hour increments
18 (or major fractions thereof) without being provided with compliant ten (10) minute rest periods.
19 Plaintiff and the Proposed Class are regularly required to work shifts where they were not
20 permitted to leave Defendant's business premises during rest breaks. Further, Plaintiff and the
21 Proposed Class were not compensated with one (1) hour of wages at the regular rate of
22 compensation for each missed rest period as required.

23 29. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
24 Wage Order 4-2001(7) and Labor Code § 226(a) by failing to provide accurate itemized statements
25 that include the total hours worked and all applicable hourly rates in effect during the pay period
26 and the corresponding number of hours worked at each hourly rate for Plaintiff and the Proposed
27 Class.

28 30. Defendant willfully failed to pay wages and compensation, when Plaintiff and all

1 Proposed Class members quit or were discharged. This failure was willful, without legal
2 justification, and interfered with Plaintiff's and Class members' rights.

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

4 **V.**

5 **CLASS ACTION ALLEGATIONS**

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

9 All persons who are employed or have been employed as an hourly
10 employee by MPACT STRATEGIC CONSULTING, LLC, in the
11 State of California who worked one or more pay periods since four
12 (4) years prior to the filing of this action to the present plus any
13 additional time during which the statutes of limitation for the causes
14 of action herein were tolled pursuant to Emergency Rule 9 of the
15 California Rules of Court, the 'Emergency Rules Related to
16 COVID-19'. ("Proposed Class")

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

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

23 **A. NUMEROSITY**

24 35. The potential members of the Proposed Class as defined are so numerous that
25 joinder of all the members of the Proposed Class is impracticable. While the precise number of
26 proposed Class Members has not been determined at this time, Plaintiff is informed and believes
27 that Defendant currently employ, and during the relevant time periods employed over 50 members
28 of the Proposed Class.

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

1 **B. COMMONALITY**

2 37. There are questions of law and fact common to the Proposed Class that predominate
3 over any questions affecting only individual Proposed Class members. These common questions
4 of law and fact include, without limitation:

5 a. Whether Defendant failed to pay wages and/or overtime compensation at
6 the appropriate rate for all hours worked as required by the Labor Code and Wage Orders under
7 Labor Code §§ 510, 1194, 1194.2, and 1199;

8 b. Whether Defendant violated Labor Code §§ 226.7 and 512 and IWC Wage
9 Order 4-2001 or other applicable IWC Wage Orders by failing to provide compliant meal periods
10 throughout the term of employment and/or failing to compensate said employees one (1) hour of
11 wages at their regular rate of compensation in lieu of meal periods;

12 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-
13 2001 or other applicable IWC Wage Orders by failing to provide compliant rest periods throughout
14 the term of employment and/or failing to compensate said employees one (1) hour of wages at
15 their regular rate of compensation in lieu of rest periods;

16 d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001
17 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to
18 provide accurate itemized wage statements to Plaintiff and the members of the Proposed Class;

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

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

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

26 h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
27 acts alleged herein.

28 ///

1 **C. TYPICALITY**

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

6 **D. ADEQUACY OF REPRESENTATION**

7 39. Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the Proposed Class.

9 40. Counsel who represent Plaintiff and the Proposed Class are competent and
10 experienced in litigating large employment class actions.

11 **E. SUPERIORITY OF CLASS ACTION**

12 41. A class action is superior to other available means for the fair and efficient
13 adjudication of this controversy. Individual joinder of all Proposed Class members is not
14 practicable, and questions of law and fact common to the Proposed Class predominate over any
15 questions affecting only individual members of the Proposed Class. Each member of the Proposed
16 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
17 practice of failing to pay all wages due, failing to provide rest periods, failing to provide accurate
18 itemized wage statements, and failing to pay all wages upon resignation or termination.

19 42. Class action treatment will allow those similarly situated persons to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
22 action that would preclude its maintenance as a class action.

23 ///

24 ///

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

5 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

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

8 44. Labor Code §§ 510, 1194, and 1199 require an employer to compensate its
9 employees at the minimum wage rate for all hours worked and compensate its employees at the
10 rate of no less than one and one-half times the regular rate of pay for any work in excess of eight
11 (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

12 45. From at least four (4) years prior to the filing of this action continuing to the present,
13 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
14 members at the appropriate rate of pay. Plaintiff and Proposed Class members were not properly
15 compensated for all hours worked at the appropriate rate of pay because Defendant required them
16 to undergo daily COVID tests/checks before the start of each shift and required them to perform
17 post-shift work, but failed to compensate them for this time worked at the appropriate rate of pay.
18 Plaintiff and the Proposed Class are not paid any wages for the time spent undergoing these
19 required COVID tests or the required post-shift work. As such, Plaintiff and the Proposed Class
20 were routinely required to work “off the clock”.

21 46. Defendant maintained an unlawful policy of automatically deducting (“auto-
22 deduct”) for meal periods regardless of whether a compliant meal period was actually provided.
23 This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime for time
24 worked. As such, Defendant fails to pay Plaintiff and the Proposed Class for each and every hour
25 worked.

26 47. By their policy of requiring Plaintiff and members of the Proposed Class to work
27 without being paid all wages at their appropriate regular rate of pay and to work in excess of eight
28 (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the

1 rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor
2 Code §§ 510, 1194, 1194.2, and 1199.

3 48. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
4 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
5 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
6 costs.

7 **VII.**

8 **SECOND CAUSE OF ACTION**

9 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

10 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

11 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

14 50. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
15 compensation for each meal period the employer fails to provide. Employees are entitled to a first
16 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
17 first five (5) hours of the shift. When an employee works for a period of more than 10 hours, a
18 second meal period must be provided no later than the end of the employee's tenth hour of work.
19 Unless the employee is relieved of all duty during the entire thirty-minute meal period and is free
20 to leave the employer's premises, the meal period shall be considered "on duty," counted as hours
21 worked, and paid for at the employee's regular rate of pay.

22 51. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
23 these rights.

24 52. Plaintiff and the Proposed Class consistently worked without being provided first
25 and second meal periods.

26 53. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
27 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
28 than thirty (30) minutes within the first five hours of work as required by the Labor Code during

1 the relevant time period.

2 54. Plaintiff and the Proposed Class consistently worked shifts over ten (10) hours.
3 Defendant failed to provide Plaintiff and the Proposed Class with proper second meal periods of
4 not less than thirty (30) minutes no later than the end of the employee's tenth hour of work as
5 required by the Labor Code during the relevant time period.

6 55. Defendant maintains an unlawful policy of requiring Plaintiff and the Proposed
7 Class to remain on the premises during meal periods in violation of *Augustus v. ABM Security*
8 *Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a
9 break does not "relinquish control over how employees spend their time"). As Such, Defendant
10 failed to provide Plaintiff and the Proposed Class members with compliant meal periods.

11 56. In addition to failing to provide meal periods altogether, Defendant maintained a
12 policy of automatically deducting 30 minutes from each shift that Plaintiff and the Proposed Class
13 worked. This "auto-deduct" policy was unlawful and did not account for whether the meal periods
14 were actually provided including whether Plaintiff and members of the Proposed Class were able
15 to take their meal periods at all, whether they were able to take timely meal periods, whether they
16 took meal periods of less than thirty minutes, whether they were free to leave the premises, and
17 whether they were free from interruption for the full 30 minutes.

18 57. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed
19 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that
20 the first meal period was not provided within the first (5) hours of the shift. On July 15, 2021, in
21 *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for
22 calculating the one extra hour of premium pay that employees are owed if an employer fails to
23 provide a compliant meal period or rest break. Specifically, the Court held that those premium
24 payments must include the hourly value of any nondiscretionary earnings (such as a
25 nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here,
26 Defendant has had a consistent policy of paying meal period premiums at the base rate and not the
27 appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

28 58. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to

1 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
2 missed meal break, per day in a sum to be proven at trial.

3 **VIII.**

4 **THIRD CAUSE OF ACTION**

5 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

6 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

7 **LABOR CODE § 226.7**

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

10 60. Labor Code § 226.7 and IWC Wage Order 7 require an employer to provide rest
11 periods or to pay an additional one (1) hour of wages for each rest period the employer fails to
12 provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or
13 major fraction thereof.

14 61. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
15 this right.

16 62. Defendant maintained a consistent policy of failing to provide Plaintiff and the
17 Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period or
18 major fraction thereof.

19 63. Defendant also maintains an unlawful policy of requiring Plaintiff and the Proposed
20 Class to remain on the premises during rest periods in violation of *Augustus v. ABM Security*
21 *Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a
22 break does not “relinquish control over how employees spend their time”). As Such, Defendant
23 failed to provide Plaintiff and the Proposed Class members with compliant rest periods.

24 64. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages
25 at the regular rate of compensation for each missed rest period as required by Labor Code § 226.7.
26 *Ferra v. Loews Hollywood Hotel, LLC* requires the rest period premium payments must include the
27 hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be
28 paid at an employee’s base hourly rate.

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

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

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

67. California Labor Code § 226(a) requires employers to issue accurate itemized wage statements that show the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2) and (9).)

68. Defendant has failed to issue accurate itemized wage statements that show the total hours worked by the employee under Labor Code § 226(a)(2) and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee under Labor Code § 226(a)(9).

69. Defendant's failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

70. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) and is entitled to an award of costs and reasonable attorneys' fees.

///

1 **X.**

2 **FIFTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

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

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

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

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

18 **XI.**

19 **SIXTH CAUSE OF ACTION**

20 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

21 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

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

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

1 interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

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

14 80. Defendant has violated statutes and public policies as alleged herein. Through the
15 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
16 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
17 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 81. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
21 violation of § 17200, *et seq.* of the Business & Professions Code.

22 82. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
24 § 17200, *et seq.* of the Business & Professions Code.

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

27 84. Unless restrained, Defendant will continue to engage in the unlawful conduct as
28 alleged above. Pursuant to the Business & Professions Code, this court should make such orders

or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the Proposed Class the money Defendant has unlawfully failed to pay.

XII.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

85. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

86. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, et seq use of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

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

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

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

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

89. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant MPACT Strategic Consulting, LLC's entity address, which is 4635 SW Freeway Ste 700 Houston, TX 77027, as proscribed by the Code on September 13, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199. (*see* Exhibit "1.") Plaintiff obtained a signed green return receipt dated September 17, 2021 from Defendant, indicating that it received

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 Plaintiff's notice. (*see* Exhibit "2").

2 90. Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt
3 of the notice (*see* Exhibit "3").

4 91. As no letter evidencing the LWDA's intention to investigate was received by
5 Plaintiff's Counsel within sixty-six (66) calendar days, Plaintiff is entitled to commence a civil
6 action as though the LWDA had not chosen to investigate pursuant to Labor Code
7 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
8 Amended Class and Representative Action Complaint immediately.

9 **RELIEF REQUESTED**

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

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

14 2. For liquidated damages in the amount of unpaid minimum wages not paid to
15 Plaintiff and each Proposed Class member from at least four (4) years prior to the filing of this
16 action to the present as may be proven;

17 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
18 members' hourly wage at the appropriate regular rate of compensation for each meal period that
19 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
20 present as may be proven;

21 4. For compensatory damages in the amount of Plaintiff's and each Proposed Class
22 members' hourly wage at the appropriate regular rate of compensation for each rest period that
23 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
24 present as may be proven;

25 5. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
26 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
27 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000);

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

3 7. An award of prejudgment and post judgment interest;

4 8. An order enjoining Defendant and its agents, servants, and employees, and all
5 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
6 overtime, meal and rest periods, accurate itemized wage statements, and wages upon
7 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
8 1199, 1194.2, and IWC 4-2001;

9 9. For restitution for unfair competition pursuant to Business & Professions Code
10 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

11 10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
12 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and Wage Order 4-2001;

13 11. An award providing for payment of costs of suit;

14 12. An award of attorneys' fees; and

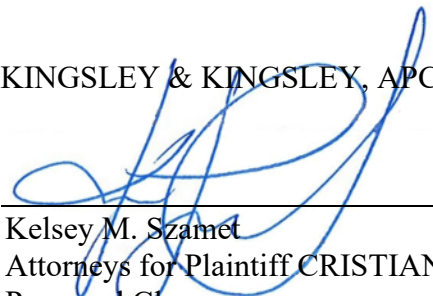
15 13. Such other and further relief as this Court may deem proper and just.

16 **DEMAND FOR JURY TRIAL**

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

18
19 DATED: January 14, 2022

KINGSLEY & KINGSLEY, APC

20
21 By: 

22 Kelsey M. Szamet
23 Attorneys for Plaintiff CRISTIAN CHAVEZ and the
24 Proposed Class
25
26
27
28

EXHIBIT "1"



September 13, 2021

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

MPACT Strategic Consulting, LLC
4635 SW Freeway Ste 700
Houston, TX 77027

Re: Cristian Chavez v. MPACT Strategic Consulting, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Cristian Chavez (“Plaintiff”) and a proposed group of current and former employees working for MPACT STRATEGIC CONSULTING, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by MPACT STRATEGIC CONSULTING, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 13, 2021

Page 2 of 4

(8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees.

Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week. Plaintiff and all aggrieved employees were not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendant required Plaintiff and all aggrieved employees to complete COVID checks/tests before the start of each shift. Defendant also required Plaintiff and all aggrieved after the end of each shift. Plaintiff and the aggrieved employees are not paid any wages for this time worked. As such, Plaintiff and the aggrieved employees were routinely required to work “off the clock” to complete these checks/tests and perform the post-shift work. Additionally, Defendant maintained an unlawful policy of automatically deducting (“auto-deduct”) for meal periods regardless of whether Defendant actually provided the opportunity to take a compliant meal period. This auto-deduct policy resulted in the unlawful withholding of wages and/or overtime for time actually worked. As described, Defendant fails to pay Plaintiff and the aggrieved employees for each and every hour worked.

Defendant has engaged in practices that violate Labor Code §§ 226.7 and 512 with respect to Plaintiff and all aggrieved employees. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. When an employee works for a period of more than 10 hours, a second meal period must be provided no later than the end of the employee’s tenth hour of work. Unless the employee is relieved of all duty during the entire thirty-minute meal period and is free to leave the employer’s premises, the meal period shall be considered “on duty,” counted as hours worked, and paid for at the employee’s regular rate of pay. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the complaint meal period was not provided. Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during meal periods in violation of *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 269 (2016) (an employer that limits where an employee can take a break does not “relinquish control over how employees spend their time”). As Such, Defendant

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 13, 2021

Page 3 of 4

failed to provide Plaintiff and the aggrieved employees with compliant meal periods. In addition to failing to provide meal periods altogether, Defendant maintained a policy of automatically deducting 30 minutes from each shift as described above. This “auto-deduct” policy was unlawful and did not account for whether the meal periods were actually provided including whether Plaintiff and the aggrieved employees were able to take their meal periods at all, whether they were able to take timely meal periods, whether they took meal periods of less than thirty minutes, whether they were free to leave the premises, and whether they were free from interruption for the full 30 minutes

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate. Here, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period or major fraction thereof. Defendant failed to maintain a policy informing Plaintiff and the aggrieved employees of these rights. Plaintiff and all aggrieved employees have been required to work four-hour increments (or major fractions thereof) without being provided the opportunity to take all required ten (10) minute rest periods. In addition, just as with meal periods, Defendant maintains an unlawful policy of requiring Plaintiff and the aggrieved employees to remain on the premises during rest periods in violation of *Augustus*. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period in violation of *Ferra*. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee’s base hourly rate.

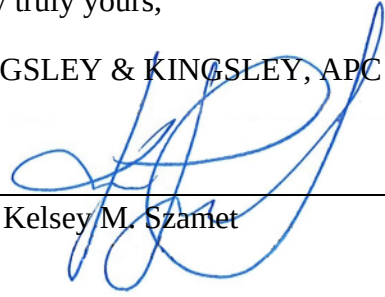
Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a), which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, Defendant has failed to maintain accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee under Labor Code §§ 226(a)(2) and (9). Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/km

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
2. MPACT STRATEGIC CONSULTING, LLC via USPS Certified Mail # 7019 1640 0000 8115 0782

EXHIBIT "2"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MPACT Strategic Consulting, LLC
4635 SW Freeway Ste 700
Houston, TX 77027



9590 9402 6114 0209 6137 13

2. Article Number (Transfer from service label)

7019 1640 0000 8115 0782

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X COVID 19

☐ Agent

☒ Addressee

B. Received by (Printed Name)

W. Steh

C. Date of Delivery

9-17-21

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery
(over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted
Delivery

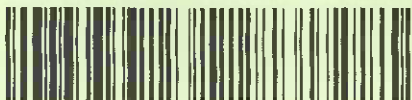
☒ Return Receipt for
Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation
Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 6114 0209 6137 13

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION

CITY NATIONAL BANK BUILDING

16133 VENTURA BOULEVARD, SUITE 1200

ENCINO, CALIFORNIA 91436

PAGA LETTER
MPACT STRATEGIC CONSULTING, LLC



EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Cristian Chavez

Plaintiff/Aggrieved Employee Occupation *

Childcare services

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...

Employer Name *

MPACT Strategic Consulting, LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

4635 SW Freeway Ste 700

Employer City *

Houston

Employer State *

Texas



Employer Zip/Postal Code *

77027

Employer Industry *

Other



Employer Industry for "Other" *

management consulting s

Add additional defendants

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

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

[REDACTED]

Credit Card Number *

[REDACTED]

CVV Number *

[REDACTED]

Credit Card Expiration Month *

[REDACTED]

mm

Credit Card Expiration Year *

[REDACTED]

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter – ...lting, LLC.pdf

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

 No file chosen[Add Another Attachment](#)

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

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

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

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Monday, September 13, 2021 9:49 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

9/13/2021

LWDA Case No. LWDA-CM-844311-21
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Cristian Chavez
Employer: MPACT Strategic Consulting, 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:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7C63909c7968c04e3486b608d976d65e5e%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637671485347057057%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCI6Mn0%3D%7C1000&data=jcs7juVIGXUAkT4iymv%2FqS%2BKRVhCdiODCiLvP5BUzUw%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Monday, September 13, 2021 9:49 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-844311-21
Order Number: ORD-000134807
Total:\$75.00
Card Type: 
Date: 9/13/2021

Billing Information
Name: Eric Kingsley
Email: service@kingsleykingsley.com
Billing Address:
16133 Ventura Blvd., Suite 1200
Encino, California
91436