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Attorneys for Plaintiffs SHARON ADAMS and ALICE PUENTES, as representatives of the State of California and the Labor and Workforce Development Agency, and on behalf of themselves and other similarly-situated current and former employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

SHARON ADAMS and ALICE PUENTES,

Plaintiffs,

v.

WEST COUNTY MEDICAL CORPORATION,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **21LBCV00590**

COMPLAINT FOR CIVIL PENALTIES

1. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Pay All Wages, including Regular 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 Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code § 2698 et seq. for Failure to Pay Wages Due upon Termination of Employment.

1 Plaintiffs SHARON ADAMS and ALICE PUENTES (“Plaintiffs”) complain and allege
2 as follows:

3 **INTRODUCTION**

4 1. This is a representative action brought pursuant to the Private Attorneys General
5 Act, Labor Code section 2698, et seq. (“PAGA”) on behalf of Plaintiffs and all similarly-
6 aggrieved employees who were subjected to one or more of the violations alleged herein
7 (“Aggrieved Employees”) by Defendant West County Medical Corporation (“Defendant”).

8 2. The term “PAGA PERIOD” is defined as one (1) year and sixty-five days prior to
9 the filing of this complaint. Plaintiffs reserve the right to amend this complaint to reflect a
10 different “PAGA PERIOD” as further discovery is conducted.

11 3. “Aggrieved Employees” is defined as non-exempt hourly-paid employees
12 throughout California employed by Defendant during the PAGA Period.

13 4. Plaintiffs, individually and on behalf of the Aggrieved Employees, seek relief
14 against Defendant for violations of numerous Labor Code provisions, including, but not limited
15 to, sections 201, 203, 204, 226, 226.7, 510, 512, 1174, 1194, and 1197 for: (1) failure to provide
16 meal periods or premium compensation in lieu thereof, (2) failure to provide rest periods or
17 premium compensation in lieu thereof, (3) failure to pay all regular and overtime wages due, (4)
18 failure to provide accurate itemized wage statements, (5) failure to reimburse for necessary
19 business expenditures, and (6) failure to pay all wages due upon termination of employment.

20 5. At all relevant times herein, Defendant has consistently maintained and enforced
21 the following unlawful policies and practices against Plaintiffs:

- 22 a. Willfully refusing to pay for all hours worked, including both regular and
23 overtime wages;
- 24 b. Willfully refusing to permit off-duty meal periods or provide premium
25 compensation in lieu thereof;
- 26 c. Willfully refusing to permit rest periods or provide premium compensation in
27 lieu thereof;
- 28 d. Willfully refusing to furnish accurate itemized wage statements; and

1 e. Willfully refusing to pay all wages due upon separation of employment.

2 **JURISDICTION AND VENUE**

3 6. This Court has subject matter jurisdiction over the causes of action alleged in this
4 complaint as a Court of general subject matter jurisdiction and is not otherwise excluded from
5 exercising subject matter jurisdiction over said causes of action. The penalties recoverable for
6 Plaintiffs individually do not exceed seventy-five thousand dollars (\$75,000.00), and collectively
7 amongst all Aggrieved Employees do not exceed five million dollars (\$5,000,000.00).

8 7. Defendant, West County Medical Corporation is a California Corporation with its
9 principal executive office in California as provided in its California Secretary of State, Statement
10 of Information, Entity File Number C1427132. There is no federal question at issue, as the issues
11 herein are based solely on California statutes and law, including the Labor Code, Industrial
12 Welfare Commission (“IWC”) Wage Orders, Code of Civil Procedure, Business and Professions
13 Code, and Rules of Court. By doing business in the state of California, Defendant has purposefully
14 availed themselves of the state’s jurisdiction. Accordingly, as personal jurisdiction over
15 Defendant would be constitutional, California’s long-arm statute provides that California courts
16 may exercise personal jurisdiction over Defendant. (Code of Civil Procedure § 410.10).

17 8. Venue is proper in the County of Los Angeles because Defendant has their
18 principal place of business in this County, transacts substantial business in this County, and the
19 acts or omissions giving rise to the causes of action in this complaint occurred in this County.

20 **THE PARTIES**

21 **Plaintiffs**

22 9. Plaintiff Sharon Adams was employed by Defendant as a dispensing nurse from
23 on or about March 14, 2014, until on or about April 1, 2021, at Defendant’s Long Beach,
24 California location. Plaintiff Alice Puentes was employed by Defendant as a Certified Drug
25 Counselor at Defendant’s Long Beach, California location from on or about January 21, 1981,
26 until on or about April 1, 2021. Throughout the PAGA Period, Plaintiffs were employed by
27 Defendant in non-exempt, hourly positions. Plaintiffs and Aggrieved Employees consist of
28 identifiable, current, and/or formerly similarly situated persons who worked for Defendant as

hourly-paid non-exempt employees during the PAGA Period.

Defendant(s)

10. Plaintiffs are informed and believe, and based thereon allege, that Defendant owns and operates Medical Clinics and maintains its headquarters in Santa Clarita, California, and was the employer of Plaintiffs and Aggrieved Employees during the PAGA Period.

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

12. Plaintiffs are informed and believe, and based thereon allege, 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, Defendant operates as a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one another, are alter egos, joint employers, and conspire with one another to increase profits by engaging in the conduct described in this complaint.

13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, 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. Plaintiffs also allege the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

14. Plaintiffs bring this case as a representative action seeking penalties for the State of California in a representative capacity, as provided for under PAGA, Labor Code section 2698 et seq., to the extent permitted by law, as aggrieved employees who were employed by Defendant

1 and did not receive all regular and overtime wages due, were not provided compliant meal or rest
2 periods or premium compensation in lieu thereof, were not provided accurate itemized wage
3 statements, and did not receive all wages owed upon termination of employment.

4 15. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a
5 cause of action under the PAGA only after giving the Labor Workforce Development Agency
6 (LWDA) and the employer notice of the Labor Code sections alleged to have been violated, and
7 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
8 passed without notice from the LWDA.

9 16. On September 3, 2021, prior to the filing of this complaint, Plaintiffs gave written
10 notice of the specified provisions alleged to have been violated, including the facts and theories
11 to support the alleged violations, as required by Labor Code section 2699.3. This written notice
12 was given via certified mail to Defendant, and to the LWDA by electronically filing the notice
13 via the Department of Industrial Relations website. Plaintiffs were given an LWDA case number
14 of LWDA-CM-843409-21. Attached herein as **Exhibit A** is a true and correct copy of Plaintiffs'
15 original letter sent to the LWDA on September 3, 2021.

16 17. More than 65 days have elapsed since Plaintiffs submitted their September 3, 2021
17 notice to the LWDA and Defendant of the specific alleged Labor Code violations and the LWDA
18 has not provided notice to Plaintiffs of its intent to investigate such alleged violations. Also,
19 Plaintiffs have not received notice of Defendant's intent to cure any of the alleged violations.
20 Accordingly, Plaintiffs have satisfied the administrative prerequisites for filing this action.

21 **FACTUAL ALLEGATIONS**

22 18. Plaintiffs and Aggrieved Employees are, and at all times during the PAGA Period
23 were, non-exempt employees within the meaning of the California Labor Code, and California
24 Wage Order 4-2001 of the Industrial Welfare Commission ("IWC Wage Order"). Defendant is,
25 and at all times during the PAGA Period was, an "employer" within the meaning of state law and
26 IWC Wage Order 4-2001.

27 19. Defendant owns and/or operates a medical clinic in Long Beach, California.
28 During all, or a portion of the PAGA Period, Plaintiffs and Aggrieved Employees were employed

1 by Defendant in the State of California.

2 20. During the PAGA Period, Defendant was required to pay Plaintiffs and Aggrieved
3 Employees for all hours worked as well as overtime compensation for any and all hours worked
4 in excess of eight (8) in one (1) workday and/or forty (40) in one (1) workweek.

5 21. Defendant failed to compensate Plaintiffs and Aggrieved Employees at the legally
6 mandated wage rates for all hours worked in violation of California law.

7 22. Specifically, Plaintiffs and Aggrieved Employees were required to arrive to work
8 up to ten (10) minutes early to open doors and turn off alarms before clocking in for their shift.
9 Additionally, Plaintiffs and Aggrieved Employees were required to stay and continue working
10 after clocking out at the end of their shift until all of their work was completed.

11 23. Accordingly, since Plaintiffs and Aggrieved Employees were not paid at all for the
12 additional hours worked before clocking in or after clocking out, Defendant failed to compensate
13 them at the applicable regular wage rate. To the extent that the aforementioned off the clock
14 worked caused Plaintiffs and Aggrieved Employees to actually work more than eight (8) hours in
15 a workday or more than forty (40) hours in a workweek, Defendant failed to compensate Plaintiffs
16 and Aggrieved Employees at the applicable overtime rates.

17 24. Defendant also utilized a practice or policy of routinely rounding the hours worked
18 by Plaintiffs and Aggrieved Employees which resulted in Plaintiffs and Aggrieved Employees
19 being undercompensated to the benefit of Defendant.

20 25. During the PAGA Period, Defendant was required to permit Plaintiffs and
21 Aggrieved Employees to take one (1) uninterrupted thirty (30) minute meal period prior to the
22 sixth (6th) hour of work. Defendant was also required to permit Plaintiffs and Aggrieved
23 Employees to take one (1) ten (10) minute rest period for every four (4) hours, or major fraction
24 thereof worked. However, due to the nature of their work, combined with the requirements and
25 demands of Defendant, Plaintiffs and Aggrieved Employees were unable to take the meal and rest
26 periods to which they were entitled.

27 26. Defendant scheduled Plaintiffs and Aggrieved Employees in such a manner that
28 they were precluded from taking one (1) duty-free uninterrupted meal period before the sixth (6th)

1 hour of work and at least one (1) ten (10) minute rest period for every four (4) hours or major
2 fraction thereof worked. Defendant prioritized work responsibilities over providing meal and rest
3 breaks, and failed to schedule enough employees to provide relief for Plaintiffs and Aggrieved
4 Employees to take their requisite meal and rest periods.

5 27. Plaintiffs and Aggrieved Employees were often required to work during their meal
6 periods due to Defendant being understaffed. Due to the workload and demands of Defendant,
7 Plaintiffs and Aggrieved Employees were required to take their meal periods late, after the fifth
8 hour of work, or had their meal periods interrupted and/or cut short and were required to return
9 to work. On these occurrences, Defendant still deducted thirty (30) minutes of pay and failed to
10 compensate Plaintiffs and Aggrieved Employees with one (1) additional hour of pay at their
11 regular rate of pay as required by law.

12 28. Further, Plaintiffs and Aggrieved Employees were often precluded from taking
13 rest breaks due to the workload and demands of Defendant. Defendant was often understaffed
14 and as a result, Plaintiffs and Aggrieved Employees were required to cut their rest breaks short or
15 skip them altogether. On these occurrences, Defendant failed to compensate Plaintiffs and
16 aggrieved employees with one (1) additional hour of pay at their regular rate of pay as required
17 by law.

18 29. When Plaintiffs and Aggrieved Employees were prevented from taking the
19 required meal and rest periods, Defendant failed to compensate with a premium pay for every
20 missed meal period and failed to compensate with a premium pay on all workdays on which a
21 rest period was missed.

22 30. Not only did Defendant fail to compensate Plaintiffs and Aggrieved Employees
23 for missed meal and rest periods, Defendant deducted thirty (30) minutes of pay every shift
24 notwithstanding the fact that Plaintiffs and Aggrieved Employees were working continuously
25 throughout that time.

26 31. As a result of Defendant's policies and practices of failing to provide Plaintiffs
27 and Aggrieved Employees with meal or rest breaks, or premium pay in lieu thereof, Defendant
28 violated Labor Code sections 226.7, 512, 1194, 1197, and the applicable IWC Wage Order, and

1 is subject to penalties under PAGA.

2 32. During the PAGA Period, Defendant was required to provide Plaintiffs and
3 Aggrieved Employees with complete and accurate wage statements.

4 33. Defendant provided Plaintiffs and Aggrieved Employees with wage statements
5 that were incomplete and inaccurate as they were not compensated for all hours worked, not
6 compensated at the correct applicable rates, and were not provided premium pay for missed rest
7 and meal periods.

8 34. By virtue of Defendant's failure to pay Plaintiffs and Aggrieved Employees for all
9 hours worked and at the appropriate overtime rate, deducting thirty (30) minutes from their pay
10 despite not providing them with timely, uninterrupted meal breaks, and failing to provide them
11 with premium pay in lieu thereof, Defendant also failed to provide Plaintiffs and Aggrieved
12 Employees with accurate itemized wage statements that reflect, among other things, the net and
13 gross wages earned, all applicable hourly rates in effect during the pay period, and the
14 corresponding number of hours worked at each hourly rate by the employee.

15 35. Additionally, the wage statements provided by Defendant indicate the name of the
16 employer is "West County Medical" or "West County Medical Clinic." However, the name of the
17 legal entity that is the employer is "West County Medical Corporation." Thus, compounding the
18 inaccuracy of the wage statements provided by Defendant.

19 36. Defendant's conduct is not compliant with Labor Code sections 226 and 1174 and
20 is therefore actionable under PAGA.

21 37. At the time that Plaintiffs and any of the Aggrieved Employees employment ended,
22 Defendant was required to compensate them for all wages owed. However, Defendant failed to
23 compensate Plaintiffs and any of the Aggrieved Employees whose employment ended during the
24 PAGA Period for all wages owed at the time their employment ended for all hours worked or at
25 the applicable overtime rate.

26 38. Additionally, Plaintiffs and Aggrieved Employees had thirty (30) minutes of pay
27 deducted from their wages each day and were entitled to compensation for those thirty (30)
28 minutes in which they were not provided timely and uninterrupted meal periods.

39. Finally, Plaintiffs and Aggrieved Employees were also owed compensation in the form of premium pay for the times they worked during meal and rest periods which were not paid at the time their employment ended.

40. Defendant's failure to pay Plaintiffs and Aggrieved Employees timely upon termination of their employment is in violation of Labor Code sections 201-203 and is subject to penalties under PAGA.

41. Plaintiffs, by virtue of their employment with Defendant, are aggrieved employees with standing to bring an action under the PAGA. Plaintiffs have satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

FIRST CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES

(Labor Code §§ 204, 510, 1194, and 1197)

(Plaintiffs Against All Defendants)

42. Plaintiffs realleges and incorporate by reference all preceding paragraphs as though fully set forth herein.

43. Pursuant to Labor Code section 204, subdivision (a), “[a]ll wages ... earned by any person in any employment are due and payable twice during each calendar month.”

44. Labor Code section 1194 mandates that employers pay employees no less than the minimum wage for each hour worked, and Labor Code section 1197 holds that “the payment of a lower wage than the minimum so fixed is unlawful.”

45. Pursuant to Labor Code section 510, subdivision (a), “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

46. Plaintiffs and Aggrieved Employees were required to arrive to work up to ten minutes early and perform work-related duties to prepare for opening the clinic before they clocked in for their shift. Further, after Plaintiffs and Aggrieved Employees clocked out at the

1 end of their shift, they were required to stay and continue working until all of their duties were
2 complete.

3 47. Thus, Defendant failed to compensate Plaintiffs and Aggrieved Employees for all
4 hours worked in violation of Labor Code sections 510 and 1194, and is subject to penalties under
5 PAGA. The time worked off the clock by Plaintiffs and Aggrieved Employees caused the total
6 number of hours worked to exceed eight (8) in a workday and forty (40) in a workweek, yet
7 Defendant did not compensate Plaintiffs and Aggrieved Employees at the applicable overtime
8 rate. Defendant also deducted thirty (30) minutes of pay each workday, even though Plaintiffs
9 and Aggrieved Employees often worked continuously throughout the shift without a meal period.

10 48. By virtue of Defendant's failure to pay Plaintiffs and Aggrieved Employees all
11 wages due, Plaintiffs and Aggrieved Employees suffered, and continue to be subject to ongoing
12 violations incurring civil penalties, the amount of which are presently unknown, but will be
13 ascertained according to proof at trial.

14 49. Labor Code section 1197.1 provides that "[a]ny employer ... who pays or causes
15 to be paid to any employee a wage less than the minimum fixed by an applicable state or local
16 law, or by an order of the commission shall be subject to a civil penalty ... as follows: (1) For any
17 initial violation that is intentionally committed, one hundred dollars (\$100.00) for each underpaid
18 employee for each pay period for which the employee is underpaid ... (2) For each subsequent
19 violation for the same specific offense, two hundred fifty dollars (\$250.00) for each underpaid
20 employee for each pay period for which the employee is underpaid regardless of whether the
21 initial violation is intentionally committed."

22 50. Since the LWDA has not indicated that it will be investigating more than sixty-
23 five (65) days since Plaintiffs provided notice, and because Defendant took no corrective action
24 to remedy the allegations set forth above, Plaintiffs, as representatives of the people of the State
25 of California, will seek any and all penalties otherwise capable of being collected by the Labor
26 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
27 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
28 alleged violation of the following provisions: Labor Code sections 204, 510, 1194, and 1197.

1 51. Plaintiffs are informed and believe that Defendant has violated, and continues to
2 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
3 minimum wages.

4 52. Plaintiffs, as personal representatives of the general public, will and do seek to
5 recover any and all penalties for each and every violation shown to exist or to have occurred
6 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
7 only available to public agency enforcement actions. Funds recovered will be distributed in
8 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
9 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiffs and all
10 Aggrieved Employees.

11 53. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees
12 and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

13 **SECOND CAUSE OF ACTION**

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

16 **(Labor Code §§ 226.7 and 512)**

17 **(Plaintiffs Against All Defendants)**

18 54. Plaintiffs reallege and incorporate by reference all preceding paragraphs as though
19 fully set forth herein.

20 55. Labor Code sections 226.7 and 512 and Industrial Welfare Commission (IWC)
21 Wage Order No. 4-2001, section 11, provide that no employer shall employ any person for a
22 work period of more than five (5) hours without providing an uninterrupted meal period of at least
23 thirty (30) minutes.

24 56. Labor Code section 226.7 provides that if an employer fails to provide an
25 employee a meal period in accordance with this section, the employer shall pay the employee one
26 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
27 period is not provided in accordance with this section.

28 57. At all times relevant hereto, Plaintiffs and Aggrieved Employees have worked

1 more than five (5) hours in a workday.

2 58. Plaintiffs allege that Defendant failed or refused to provide legally compliant meal
3 periods by failing to relieve Plaintiffs and Aggrieved Employees from all work duties to allow for
4 timely and uninterrupted meal periods. Defendant's intentional conduct denied Plaintiffs and
5 Aggrieved Employees their lawfully required meal periods. Moreover, Defendant did not
6 compensate Plaintiffs and Aggrieved Employees for their missed meal periods with one hour of
7 regular pay as required by law.

8 59. IWC Wage Order No. 4-2001 section 11(A), provides that if an employee is not
9 relieved of all duties during a thirty (30) minute meal period, the meal period is considered "on
10 duty" and counts as time worked. "On duty" meal periods are only permitted when the nature of
11 the work prevents an employee from being relieved of all duties, in which case a written
12 agreement between the employer and employee for an on duty paid meal period is required.

13 60. Here, neither of those requirements are met. The nature of Plaintiffs' and
14 Aggrieved Employees' work duties did not prevent them from being relieved from their duties in
15 order to take timely and uninterrupted meal breaks. Plaintiffs' and Aggrieved Employees' job
16 duties could be paused for thirty (30) minutes or could be performed by another employee during
17 their meal breaks, but Defendant failed to implement a work schedule that would allow Plaintiffs
18 and Aggrieved Employees to take their meal periods, and prioritized work tasks over meal period
19 compliance. Plaintiffs and Aggrieved Employees never agreed to waive their meal periods, nor
20 were asked by Defendant to sign a waiver. Further, Defendant had a practice of deducting thirty
21 (30) minutes pay from Plaintiffs and Aggrieved Employees hours, presumably for a meal period,
22 though none were had, proving Plaintiffs and Aggrieved Employees never received on duty paid
23 meal periods.

24 61. During the PAGA Period, Defendant failed to schedule Plaintiffs and Aggrieved
25 Employees in such a manner as to ensure that they could take proper meal periods as required by
26 law. Plaintiffs and Aggrieved Employees were frequently required to work during their meal
27 periods, take their meal periods late, after the fifth hour of work, or had their meal periods
28 interrupted and/or cut short and were required to return to work.

1 62. This was due to understaffing combined with the workload and demands set forth
2 by Defendant.

3 63. Defendant denied Plaintiffs and Aggrieved Employees uninterrupted duty-free
4 meal periods resulting in Plaintiffs and Aggrieved Employees being forced to work during meal
5 periods or forego them altogether. Further, Defendant failed to provide premium compensation
6 to Plaintiffs and Aggrieved Employees in lieu of their meal periods. As such, Defendant
7 intentionally and improperly denied meal periods to Plaintiffs and Aggrieved Employees in
8 violation of Labor Code sections 226.7 and 512 and IWC Wage Order No. 4-2001, and is subject
9 to penalties under PAGA.

10 64. By virtue of Defendant's violation of the provisions of Labor Code sections 226.7
11 and 512, Plaintiffs and Aggrieved Employees suffered, and continue to be subject to ongoing
12 violations incurring civil penalties, the amount of which are presently unknown, but will be
13 ascertained according to proof at trial.

14 65. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiffs and Aggrieved
15 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
16 first initial violations and two hundred dollars (\$200.00) per pay period for each subsequent
17 violation.

18 66. More than sixty-five (65) days have elapsed since Plaintiffs provided notice to the
19 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has provided
20 no cure notice, and has not taken any steps of corrective action to remedy the allegations set forth
21 above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiffs, individually
22 and on behalf of the Aggrieved Employees and the State of California, seek penalties for
23 violations of Labor Code sections 226.7 and 512 during the PAGA Period, in an amount according
24 to proof, that would otherwise only be collected through public agency enforcement actions by
25 the Labor Commission, the LWDA and/or the DLSE.

26 67. Plaintiffs, as personal representatives of the general public, will and do seek to
27 recover any and all penalties for each and every violation shown to exist or to have occurred
28 during the PAGA 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 and twenty-five percent (25%) to be paid to Plaintiffs and all Aggrieved Employees.

68. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(Plaintiffs Against All Defendants)

69. Plaintiffs and Aggrieved Employees reallege and incorporate by reference all preceding paragraphs as though fully set forth herein.

70. Labor Code section 226.7 and IWC Wage Order No. 4–2001, section 12, require that employers permit all employees to take a ten (10) minute rest period for every four (4) hours worked, or major fraction thereof. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that at a required rest period is not provided.

71. Plaintiffs allege that Defendant failed or refused to provide legally compliant rest periods by failing to relieve Plaintiffs and Aggrieved Employees from all work duties to allow for timely and uninterrupted rest periods. Defendant's intentional conduct denied Plaintiffs and Aggrieved Employees their lawfully required rest periods. Moreover, Defendant did not compensate Plaintiffs and Aggrieved Employees for their missed rest periods with one hour of regular pay as required by law.

72. During the PAGA Period, Plaintiffs and Aggrieved Employees worked more than four (4) hours in a workday and Defendant failed to schedule Plaintiffs and Aggrieved Employees in such a manner as to ensure that they could take proper rest periods as required by law.

73. Due to the workload and demands imposed by Defendant, Plaintiffs and Aggrieved

1 Employees were often precluded from taking their rest breaks. Defendant was understaffed and,
2 as such, required Plaintiffs and Aggrieved Employees to cut their rest breaks short or skip them
3 altogether.

4 74. Defendant therefore denied Plaintiffs and Aggrieved Employees rest periods
5 resulting in Plaintiffs and Aggrieved Employees being forced to work during rest periods or
6 forego them altogether. Further, Defendant failed to provide premium compensation to Plaintiffs
7 and Aggrieved Employees in lieu of their rest periods. As such, Defendant intentionally and
8 improperly denied rest periods to Plaintiffs and Aggrieved Employees in violation of Labor Code
9 section 226.7 and IWC Wage Order No. 4–2001, and is subject to penalties under PAGA.

10 75. By virtue of Defendant’s violation of the provisions of Labor Code section 226.7,
11 Plaintiffs and Aggrieved Employees suffered, and continue to be subject to ongoing violations
12 incurring civil penalties, the amount of which are presently unknown, but will be ascertained
13 according to proof at trial.

14 76. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiffs and Aggrieved
15 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
16 initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

17 77. More than sixty-five (65) days have elapsed since Plaintiffs provided notice to the
18 LWDA, and the LWDA has indicated no intention to investigate. Further, Defendant has provided
19 no cure notice, and has not taken any steps of corrective action to remedy the allegations set forth
20 above. Accordingly, pursuant to Labor Code sections 2699 and 2699.3, Plaintiffs, individually
21 and on behalf of the Aggrieved Employees and the State of California, seek penalties for
22 violations of Labor Code sections 2699 and 2699.3. Plaintiffs, individually and on behalf of the
23 Aggrieved Employees and the State of California, seek penalties for violations of Labor Code
24 section 226.7 during the PAGA Period, in an amount according to proof, that would otherwise
25 only be collected through public agency enforcement actions by the Labor Commission, the
26 LWDA and/or the DLSE.

27 78. Plaintiffs, as personal representatives of the general public, will and do seek to
28 recover any and all penalties for each and every violation shown to exist or to have occurred

1 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
2 only available to public agency enforcement actions. Funds recovered will be distributed in
3 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
4 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiffs and all
5 Aggrieved Employees.

6 79. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees
7 and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**

10 **WAGE STATEMENTS**

11 **(Labor Code §§ 226 and 1174)**

12 **(Plaintiffs Against All Defendants)**

13 80. Plaintiffs and Aggrieved Employees reallege and incorporate by reference all
14 preceding paragraphs as though fully set forth herein.

15 81. Labor Code section 1174 requires employers to keep accurate payroll records.
16 Labor Code section 226, subdivision (a), requires that "at the time of each payment of wages,"
17 employers furnish employees with "an accurate itemized statement" that includes, inter alia, gross
18 wages earned, total hours worked, net wages earned, the name of the legal entity that is the
19 employer, and all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate.

21 82. An employee is deemed to suffer injury if the employer fails to provide a wage
22 statement containing all of the required information set forth in Labor Code section 226,
23 subdivision (a). (Labor Code § 226, subdivision (e)(2)). Plaintiffs allege that Defendant
24 knowingly and intentionally failed to provide Plaintiffs and Aggrieved Employees wage
25 statements in compliance with Labor Code section 226, because said statements contained
26 inaccurate gross wages earned, an inaccurate total number of hours worked, inaccurate net wages
27 earned, an incorrect name of the legal entity that is the employer, inaccurate applicable hourly
28 rates in effect during the pay period, and an inaccurate number of hours worked at each hourly

1 rate.

2 83. In particular, Defendant failed to include the appropriate hours, wages, and
3 remuneration for its failure to provide Plaintiffs and Aggrieved Employees meal and rest periods
4 or premium compensation in lieu thereof, overtime compensation pursuant to the provisions of
5 Labor Code section 510, and for any hours and wages for work Plaintiffs and Aggrieved
6 Employees were required to perform before the start of, or after the conclusion of, their shifts. To
7 the extent that Plaintiffs and Aggrieved Employees worked more than eight (8) hours in a workday
8 or forty (40) hours in a workweek, they were entitled to overtime wages that were not included
9 on their wage statements. Plaintiffs and Aggrieved Employees also had thirty (30) minutes
10 deducted from their total hours worked each workday even on days when they worked
11 continuously throughout the workday with no meal period. Finally, Defendant furnished wage
12 statements with the incorrect name of the legal entity that is the employer.

13 84. Consequently, Plaintiffs and Aggrieved Employees' wage statements reflected an
14 inaccurate total number of hours worked, inaccurate gross and net wages earned, and an incorrect
15 name of the legal entity that is the employer in violation of Labor Code sections 226 and 1174,
16 which is therefore subject to penalties under PAGA.

17 85. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
18 of Section 226 shall be subject to a civil penalty in the amount of two hundred and fifty dollars
19 (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000.00) per
20 employee for each violation in a subsequent citation, for which the employer fails to provide the
21 employee a wage deduction statement or fails to keep the records required in subdivision (a) of
22 Section 226. The civil penalties provided for in this section are in addition to any other penalty
23 provided by law.

24 86. Since the LWDA has not indicated that it will be investigating more than sixty-
25 five (65) days since Plaintiffs provided notice, and because Defendant took no corrective action
26 to remedy the allegations set forth above, Plaintiffs, as representatives of the people of the State
27 of California, will seek any and all penalties otherwise capable of being collected by the Labor
28 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in

1 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
2 alleged violation of the following provisions: Labor Code sections 226 and 1174.

3 87. Plaintiffs are informed and believe that Defendant has violated, and continues to
4 violate, provisions of the Labor Code and applicable Wage Orders related to the provision of
5 accurate itemized wage statements.

6 88. Plaintiffs, as personal representatives of the general public, will and do seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
9 only available to public agency enforcement actions. Funds recovered will be distributed in
10 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
11 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiffs and all
12 Aggrieved Employees.

13 89. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees
14 and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PAY ALL WAGES DUE UPON**

17 **TERMINATION OR SEPARATION OF EMPLOYMENT**

18 **(Labor Code §§ 201 and 203)**

19 **(Plaintiffs Against All Defendants)**

20 90. Plaintiffs and Aggrieved Employees reallege and incorporate by reference all
21 preceding paragraphs as though fully set forth herein.

22 91. Labor Code section 201, subdivision (a), states that "[i]f an employer discharges
23 an employee, the wages earned and unpaid at the time of discharge are due and payable
24 immediately."

25 92. Pursuant to Labor Code section 202, subdivision (a), "[i]f an employee not having
26 a written contract for a definite period quits his or her employment, his or her wages shall become
27 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
28 previous notice of his or her intention to quit, in which case the employee is entitled to his or her

1 wages at the time of quitting.”

2 93. At the time that Plaintiffs and any of the Aggrieved Employees’ employment
3 ended, they were entitled to timely compensation of regular and overtime wages for all hours
4 worked and premium compensation for all missed meal and rest periods.

5 94. Defendant failed or refused to compensate Plaintiffs and Aggrieved Employees
6 for all hours worked and any missed meal or rest periods. As a result of Defendant’s failure to do
7 so, Plaintiffs and Aggrieved Employees have suffered, and continue to suffer, injury which will
8 be ascertained according to proof at trial.

9 95. Plaintiffs are informed and believe that Defendant has violated, and continues to
10 violate, provisions of the Labor Code related to the requirement to pay all wages due upon
11 termination of employment.

12 96. Pursuant to Labor Code section 2699, subdivision (f)(2), Plaintiffs and Aggrieved
13 Employees are entitled to civil penalties in the amount of one hundred dollars (\$100.00) for the
14 initial violations and two hundred dollars (\$200.00) per pay period for each subsequent violation.

15 97. Pursuant to Labor Code section 203, subdivision (a), “[i]f an employer willfully
16 fails to pay ... any wages of any employee who is discharged or who quits, the wages of the
17 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
18 an action therefor is commenced; but the wages shall not continue for more than 30 days.” Labor
19 Code section 256 provides for civil penalties not exceeding 30 days’ pay at the employees’ same
20 rate of pay.

21 98. Since the LWDA has not indicated that it will be investigating more than sixty-
22 five (65) days since Plaintiffs provided notice, and because Defendant took no corrective action
23 to remedy the allegations set forth above, Plaintiffs, as representatives of the people of the State
24 of California, will seek any and all penalties otherwise capable of being collected by the Labor
25 Commission, the LWDA and/or the DLSE. This includes each of the following, as set forth in
26 Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any
27 alleged violation of the following provisions: Labor Code sections 201 and 203.

28 99. Plaintiffs, as personal representatives of the general public, will and do seek to

1 recover any and all penalties for each and every violation shown to exist or to have occurred
2 during the PAGA Period, in an amount according to proof, as to those penalties that are otherwise
3 only available to public agency enforcement actions. Funds recovered will be distributed in
4 accordance with the PAGA, with at least seventy-five percent (75%) of the penalties recovered
5 being reimbursed to the LWDA and twenty-five percent (25%) to be paid to Plaintiffs and all
6 Aggrieved Employees.

7 100. Additionally, Plaintiffs and Aggrieved Employees are entitled to attorneys' fees
8 and costs pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiffs and Aggrieved Employees pray for judgment as follows:

- 11 1. For civil penalties for each violation for Plaintiffs and each Aggrieved Employee
12 as provided by law, including, but not limited to, those civil penalties provided by
13 statute and provided by PAGA, and for unpaid wages;
14 2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699,
15 subdivision (g), and any other statutory basis or pursuant to the California Rules
16 of Court;
17 3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision
18 (g), and any other statutory basis; and
19 4. For all such other and further relief as the Court may deem just and proper.
20

21
22
23 Dated: November 8, 2021

MAHONEY LAW GROUP, APC

24 

25 Kevin Mahoney, Esq.
26 Laura Theriault, Esq.
27 Attorneys for Plaintiffs Sharon Adams and
28 Alice Puentes

EXHIBIT A



Laura Theriault, Esq.
562.590.5550 phone
562.590.8400 facsimile
ltheriault@mahoney-law.net

September 2, 2021

Via Certified Electronic Mail

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

VIA CERTIFIED MAIL #7019 2970 0000 2983 4489

Return Receipt Requested

West County Medical Corporation
26460 Summit Circle
Santa Clarita, CA 91350

VIA CERTIFIED MAIL #7019 2970 0000 2983 4496

Return Receipt Requested

Kamelia Yadegari
717 Lincoln Blvd.
Venice, CA 90291

Re: Sharon Adams and Alice Puentes v. West County Medical Corporation

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

To: Labor and Workforce Development Agency; West County Medical Corporation

From: Sharon Adams and Alice Puentes, on behalf of themselves and aggrieved employees who were subject to the employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Sharon Adams ("Ms. Adams") and Alice Puentes ("Ms. Puentes"), who intend 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 themselves and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

West County Medical Corporation (“West” or “Employer”) is a California corporation which owns and operates medical clinics. Ms. Adams began working for West as a Dispensing Nurse on or about March 4, 2014. Ms. Puentes began working for West as a Certified Drug Counselor on or about January 21, 1981. Ms. Adams and Ms. Puentes were both terminated on or about April 1, 2021.

Ms. Adams and Ms. Puentes allege that West violated various sections of the Labor Code, including sections 201, 203, 204, 226, 226.7, 510 512, 1174, and 1194 by:

- a) Failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages owed, including minimum wage and overtime,
- b) Failing to provide Ms. Adams, Ms. Puentes, and aggrieved employees with compliant meal and rest periods or premium compensation in lieu thereof,
- c) Failing to provide Ms. Adams, Ms. Puentes, and aggrieved employees with accurate itemized wage statements, and
- d) Failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages earned and owed upon termination or separation of employment.

Ms. Adams, Ms. Puentes, and the aggrieved employees are identifiable current and/or former hourly non-exempt employees who worked for West in California during the liability period of one year prior to the submission of this notice.

A. Employer failed to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked, including both minimum wage and overtime

Pursuant to Labor Code section 1194, subdivision (a), “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 510, subdivision (a), provides that [a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

Employer failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Ms. Adams, Ms. Puentes, and aggrieved employees were required to arrive to work up to ten (10) minutes early to open doors and turn off alarms before clocking in for their shift. Additionally, Ms. Adams, Ms. Puentes, and aggrieved employees were required to stay and continue working after clocking out at the end of their shift until all of their work was completed.

Accordingly, since Ms. Adams, Ms. Puentes, and aggrieved employees were not paid at all for the additional hours worked before clocking in or after clocking out, Employer failed to compensate them at the applicable minimum wage rate. To the extent that the aforementioned off

the clock worked caused Ms. Adams, Ms. Puentes, and aggrieved employees to actually work more than eight hours in one workday or more than forty hours in one workweek, Employer failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees at the applicable overtime rates.

Employer also utilized a practice or policy of routinely rounding the hours worked by Ms. Adams, Ms. Puentes, and aggrieved employees which resulted in Ms. Adams, Ms. Puentes, and aggrieved employees being undercompensated to the benefit of Employers.

Employer's failure to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked, including minimum wage and applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no employer shall employ a person for a work period of more than five hours without providing an uninterrupted meal period of at least thirty minutes. Further, when an employer fails to provide an employee a required meal period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Ms. Adams, Ms. Puentes, and aggrieved employees were often required to work during their meal periods due to West being understaffed. Due to the workload and demands of Employer, Ms. Adams, Ms. Puentes, and aggrieved employees were required to take their meal periods late, after the fifth hour of work, or had their meal periods interrupted and/or cut short and were required to return to work. On these occurrences, Employer still deducted thirty (30) minutes of pay and failed to compensate Ms. Adams, Ms. Puentes, and aggrieved employees with one (1) additional hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant meal periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that employers permit all employees to take a ten-minute rest period for every four hours, or major fraction thereof worked. Further, when an employer fails to provide an employee with required rest periods, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Ms. Adams, Ms. Puentes, and aggrieved employees were often precluded from taking rest breaks due to the workload and demands of Employer. Employer was often understaffed and as a result, Ms. Adams, Ms. Puentes, and aggrieved employees were required to cut their rest breaks short or skip them altogether. On these occurrences, Employer failed to compensate Ms. Adams,

Ms. Puentes, and aggrieved employees with one (1) additional hour of pay at their regular rate of pay as required by law.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as a violation of Labor Code section 226.7.

D. Employer failed to provide Ms. Adams, Ms. Puentes, and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires employers to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates and corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees for all hours worked and premium compensation for missed meal and rest periods, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate total number of hours worked which resulted in inaccurate gross and net wages, and an inaccurate corresponding number of hours worked at each hourly rate.

Additionally, the wage statements provided by Employer indicate the name of the employer is "West County Medical." However, the legal entity that is the employer is "West County Medical Corporation." Thus, compounding the inaccuracy of the wage statements provided by Employer.

Employer's conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Ms. Adams, Ms. Puentes, and aggrieved employees all wages earned and owed upon termination or separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

Labor Code section 202, subdivision (a) provides that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

At the time of Ms. Adams, Ms. Puentes, and aggrieved employees' termination or separation of employment, they were owed wages for the hours they worked off the clock as well as premium pay for non-compliant meal and rest periods. Thus, Employer violated sections 201 and 202 of the Labor Code by failing to pay Ms. Adams, Ms. Puentes, and aggrieved employees their earned unpaid wages in full at the time their employment ended.

Labor Code section 203, subdivision (a), states that "[i]f 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." Accordingly, Ms. Adams, Ms. Puentes, and aggrieved employees are entitled to thirty (30) days of waiting time penalties.

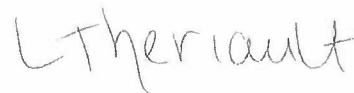
F. Reservation of Rights

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, Ms. Adams and/or Ms. Puentes become aware of additional compensation owed or losses incurred by Ms. Adams, Ms. Puentes, or by any other aggrieved employee of the Employer, Ms. Adams and Ms. Puentes expressly reserve 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
Laura Theriault, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: ltheriault@mahoney-law.net

Sincerely,



Laura Theriault, Esq.
MAHONEY LAW GROUP, APC