

Anna R. Salusky, Esq. (SBN:222484)
SALUSKY LAW GROUP, APC
3738 Bayer Avenue, Suite 104
Long Beach, CA 90808
Tel: (562)855-0004
Fax: (562)855-0002
Email: asalusky@saluskylaw.com

Attorney for Plaintiff MARIO VILLALPANDO, on behalf of himself and all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MARIO VILLALPANDO, on behalf of himself
and all others similarly situated and the general
public,

Plaintiffs,

v.

SOUTH CORONA AUTO SPA, LP, a California
Limited Partnership; and DOES 1 through 50
inclusive,

Defendants.

Case No.: **CVRI 2200998**

CLASS ACTION

CLASS ACTION COMPLAINT

1. Failure to Provide Compliant Meal Periods (Labor Code §§ 226.7, 512);
2. Failure to Provide Compliant Rest Periods (Labor Code § 226.7, Wage Order 9);
3. Failure to Pay Minimum Wage and Overtime Wages (Labor Code §§ 204, 510, 1194);
4. Failure To Reimburse For Necessary Expenditures (Labor Code § 2802);
5. Failure to Keep Accurate Wage Statements and Maintain Records (Labor Code §§ 226, 1174);
6. Failure to Pay Wages Due at Separation of Employment (Labor Code §§ 201, 202, 203);
7. Unfair Business Practices (Business and Professions Code § 17200 et seq.) and;
8. Penalties Under PAGA (Labor Code §§ 2698-2699).

DEMAND FOR JURY TRIAL

1 Plaintiff MARIO VILLALPANDO (hereinafter "VILLALPANDO" or "Plaintiff") on behalf
2 of himself and all others similarly situated, complains and alleges as follows:

3 I.

4 **INTRODUCTION**

5 1. This is a class action brought on behalf of Plaintiff MARIO VILLALPANDO (hereinafter
6 "MR. VILLALPANDO" or "Plaintiff") and the class he seeks to represent ("Plaintiff Class"), as defined
7 herein, as all non-exempt employees employed by or formerly employed by Defendant SOUTH
8 CORONA AUTO SPA, LP (herein referred to as "SCAS" OR "DEFENDANT"). The Plaintiff Class
9 consists of all non-exempt employees employed by or formerly employed by Defendant within the State
10 of California. The "Class Period" is defined as the four (4) years prior to the filing of the Complaint
11 through the date final judgment is entered. Plaintiff reserves the right to amend this Complaint to reflect
12 a different "Class Period" as further discovery is conducted.

13 2. Plaintiff, individually, and on behalf of Plaintiff Class, seeks relief against Defendant, for
14 Defendant's practice of violating the applicable Industrial Welfare Commission Wage Orders, Code of
15 Regulations, and California Labor Codes, including sections 201, 202, 203, 204, 226, 226.7, 510, 512,
16 558, 1174, 1194 and 1197. These violations concern current and past employees of Defendant.

17 3. Plaintiff further seeks penalties under the Private Attorney General Act (Labor Code
18 section 2698, et seq.) ("PAGA"), and equitable remedies in the form of declaratory relief and relief under
19 Business and Professions Code section 17200 et seq. for unfair business practices.

20 4. At all relevant times herein, Defendant has consistently maintained and enforced against
21 Plaintiff Class the following unlawful practices and policies: a) willfully failing to provide Plaintiff and
22 Plaintiff Class with compliant meal and rest break periods or premium pay in lieu thereof; b) willfully
23 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wage and overtime;
24 c) failing to provide Plaintiff and Plaintiff Class with reimbursement for necessary expenditures in the
25 discharge of their duties; d) willfully refusing to compensate Plaintiff and members of the Plaintiff Class
26 wages due and owing at the time Plaintiff's and Plaintiff Class's employment with Defendant ended; e)
27 willfully refusing to furnish to Plaintiff and Plaintiff Class accurate itemized wage statements upon
28 payment of wages.

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II.

JURISDICTION AND VENUE

5. Venue is proper in this Judicial district and the County of Riverside, because the Defendant maintains its business location and transacts business in this county, the obligations and liability arose in this county, and work was performed by Plaintiff and members of the proposed class made the subject of this action in the County of Riverside, California.

6. The California Superior Court has jurisdiction in the matter because the individual claims are under the Seventy-Five Thousand Dollar (\$75,000.00) jurisdictional threshold for Federal Court and upon information and belief Plaintiff is a resident of and/or domiciled in the State of California. Defendant SOUTH CORONA AUTO SPA, LP is a California Limited Partnership doing business in the state of California.

7. Further, there is no federal question at issue as the issues herein are based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

III.

THE PARTIES

A. The Plaintiff

8. Plaintiff was an employee of the Defendant SOUTH CORONA AUTO SPA, LP from approximately 2017 through the present. Plaintiff was an hourly non-exempt employee earning \$14.00 per hour, and entitled to compensation for all hours worked, overtime compensation, compensation for non-compliant meal and rest breaks, reimbursement for necessary job-related expenses and penalties. Plaintiff was employed by SOUTH CORONA AUTO SPA, LP in the County of Riverside at all times herein relevant. Plaintiff was employed by SOUTH CORONA AUTO SPA, LP during the Class Period in a non-exempt hourly position. Each of the Plaintiff Class members are identifiable, current and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Class Period.

B. The Defendant

9. Plaintiff is informed and believes, and based thereon alleges that, SOUTH CORONA AUTO SPA, LP is a California Limited Partnership doing business in the state of California and is and/or

1 was the employer of the Plaintiff and Plaintiff Class during the Class Period. During the liability period,
2 Defendant SOUTH CORONA AUTO SPA, LP employed Plaintiff and similarly situated persons and
3 failed to pay Plaintiff and Plaintiff Class for all hours worked including minimum wage, overtime
4 premium for overtime hours worked, failed to provide premium pay for noncompliant meal and rest
5 breaks, failed to provide reimbursement for necessary expenditures, and failed to pay due and owing
6 wages upon ending of employment for employees within California. On information and belief,
7 Defendant is conducting business in good standing in California.

8 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation
9 in the conduct herein alleged, of the Defendant(s) sued herein as DOES 1 through 50, inclusive, but on
10 information and belief alleges that said Defendant(s) is/are legally responsible for the payment of
11 premium payments for missed meal and rest breaks, reimbursement of necessary business expenditures,
12 overtime compensation and/or Labor Code section 203 penalties to the Plaintiff Class members by virtue
13 of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will
14 amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

15 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in
16 all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
17 plain or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
18 the other Defendant.

19 IV.

20 **GENERAL ALLEGATIONS**

21 12. Labor Code section 1194 provides that notwithstanding any agreement to work for a lesser
22 wage, an employee receiving less than the legal overtime compensation (including overtime at the proper
23 rate) or minimum wage compensation is entitled to recover in a civil action the unpaid balance of their
24 overtime compensation (including overtime at the proper rate) and/or minimum wage compensation,
25 including interest thereon, reasonable attorneys' fees, and costs of suit.

26 13. Business and Professions Code section 17203 provides that any person who engages in
27 unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions
28 Code section 17204 provides that any person who has suffered actual injury and has lost money or
property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

1 14. During all, or a portion of the Class Period, Plaintiff and each member of the Plaintiff
2 Class was employed by Defendant, in the State of California. Plaintiff and each of the Plaintiff Class
3 were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage
4 Orders, and Labor Code and were entitled to receive meal periods or compensation in lieu thereof.

5 15. During all, or a portion of the Class Period, Plaintiff and each member of the Plaintiff
6 Class was employed by Defendant, in the State of California. Plaintiff and each of the Plaintiff Class
7 were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage
8 Orders, and Labor Code and were entitled to receive rest periods or compensation in lieu thereof.

9 16. During all, or a portion of the Class Period, Plaintiff and each member of the Plaintiff
10 Class was employed by Defendant, in the State of California. Plaintiff and each of the Plaintiff Class
11 were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage
12 Orders, and Labor Code section 510, and/or other applicable wage orders, regulations and statutes, and
13 each Plaintiff Class member was not subject to an exemption for executive, administrative and
14 professional employees, which imposed obligations on the part of the Defendant to pay Plaintiff and
15 Plaintiff Class lawful overtime compensation.

16 17. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class for
17 all hours worked.

18 18. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class
19 minimum wages for all regular hours worked in violation of Labor Code section 1197. Defendant
20 instituted a policy and practice against its employees wherein regular and overtime wages due were not
21 paid in compliance with California law.

22 19. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class
23 overtime compensation for all hours worked over eight (8) hours of work in one (1) day or forty (40)
24 hours in one (1) week, and double-time for hours worked in excess of twelve (12) in one day.

25 20. Plaintiff and each Class member primarily performed non-exempt work in excess of the
26 maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or statutes, and
27 therefore entitled the Plaintiff and Plaintiff Class to overtime compensation at time and a half rate, and
28 when applicable, double time rates as set forth by the applicable Wage Orders, regulations and/or statutes.

21. Plaintiff Class who ended their employment during the Class Period but were not paid the above due compensation for all hours worked, overtime compensation timely upon the termination of their employment as required by Labor Code sections 201, 202, and 203, and were entitled to penalties as provided by California Labor Code section 203.

22. During the Class Period, the Defendant: (1) willfully failed and refused and continues to fail and refuse to pay compensation for all hours worked, lawful overtime compensation to the Plaintiff Class; and (2) willfully failed and refused and continues to fail and refuse to pay due and owing wages promptly upon end of employment to Plaintiff and Plaintiff Class.

23. Defendant had a policy and/or practice of failing to reimburse Plaintiff and Plaintiff Class for incurring necessary business expenditures as required by Labor Code sections 2802. Specifically, Defendant failed to reimburse Plaintiff and Plaintiff Class for various business expenses including, but not limited to, the cost of maintenance of their work uniforms, in violation of Labor Code section 2802.

24. During the Class Period, the Defendant and each of them, required the Plaintiff and Class members to work under a “Rounding Policy” that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked; in violation of the various applicable Wage Orders, regulations and statutes, and the Defendant: (1) Willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including minimum wage and lawful overtime compensation to the Plaintiff Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiff and Plaintiff Class Members.

V.

CLASS ALLEGATIONS

25. Plaintiff brings this action on behalf of himself and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure section 382 on behalf of themselves and all other similarly situated persons in the Class, which is composed of and defined as follows: All persons who are employed or have been employed by Defendant in the State of California who, within the four years of the filing of this Complaint, have worked as non-exempt employees and were not paid all lawful wages as regular time, overtime, double-regular time, and have not been provided reimbursement for

1 expenditures or losses incurred by the employee in direct consequence of the discharge of his or her
2 duties.

3 a. All persons who are employed or have been employed by Defendant in the State of
4 California who, for the four years prior to the filing of this class action to the present have worked as
5 non-exempt employees and have not been paid the legally mandated wage rates for all hours worked.

6 b. All persons who are employed or have been employed by Defendant in the State of
7 California who, for the four years prior to the filing of this class action to the present have worked as
8 non-exempt employees and have not been provided reimbursement for expenditures or losses incurred
9 by the employee in direct consequence of the discharge of his or her duties in violation of Labor Code
10 section 2802;

11 c. All persons who were employed by Defendant in the State of California who, for the three
12 years prior to the filing of this class action to the present and worked as non-exempt employees and have
13 been terminated or resigned, that have not been paid wages pursuant to Labor Code section 203 and are
14 owed restitution for waiting time penalties for unpaid wages;

15 d. All persons who are employed or have been employed by Defendant in the State of
16 California who, for the four years prior to the filing of this class action to the present have worked as
17 non-exempt employees and were not paid all wages owed, including but not limited to overtime;

18 e. All persons who are employed or have been employed by Defendant in the State of
19 California who, for the four years prior to the filing of this class action to the present have worked as
20 non-exempt employees and were not provided an accurate payroll record as required under Labor Code
21 226 and Labor Code section 1174.

22 f. All persons who are employed or have been employed by Defendant in the State of
23 California who, for the four years prior to the filing of this class action to the present have worked as
24 non-exempt employees who have been subjected to unlawful and unfair business practices within the
25 meaning of Unfair Competition Law and who suffered injury, including lost money, as a result of
26 Defendant's unlawful and unfair business practices.

27 2. Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court, to amend
28 or modify the Class description with greater specificity or further division into subclasses or limitation
to particular issues.

1 26. This action has been brought and may be maintained as a class action pursuant to Code of
2 Civil Procedure section 382 because there is a well-defined community of interest in the litigation and
3 because the proposed classes are easily ascertained by Defendant's personnel and payroll records.

4 **Numerosity**

5 27. The potential members of the class as defined are so numerous that joinder of all class
6 members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff is
7 informed and believes that Defendant has employed more than two hundred (200) employees during the
8 Class Period.

9 **Commonality**

10 28. There are common questions of law and fact arising out of Defendant's conduct, as
11 described herein, including, but not limited to:

12 a. Whether Defendant failed to pay all wages, including minimum, overtime and double time
13 wages earned and due to Plaintiff and Plaintiff Class;

14 b. Whether Defendant failed, and continues to fail, to provide meal periods to Class
15 Members;

16 c. Whether Defendant failed, and continues to fail, to authorize and permit Class Members
17 to take rest periods;

18 d. Whether Defendant failed to furnish to Plaintiff and Class Members wage statements
19 containing all information required by Labor Code section 226(a);

20 e. Whether Defendant failed to pay all unpaid wages earned during the course of their
21 employment upon separation of employment;

22 f. Whether Defendant failed to pay Plaintiff and Class Members for necessary business
23 expenses as required by Labor Code 2802; and

24 g. Whether Defendant engaged in unfair/unlawful business practices.

25 **Typicality**

26 29. The claims of the Plaintiff are typical of the claims for the Plaintiff Class, all of whom
27 have incurred and/or will incur damages, as a result of Defendant's common course of conduct and
28 common policies and practices. The claims of Plaintiff are typical because Defendant subjected all of its
employees to identical violations of the California Industrial Welfare Commission Wage Orders,

1 California Code of Regulations, California Labor Code, and California Business & Professions Code,
2 among other statutes.

3 **Adequacy of Representation**

4 30. The Plaintiff will fairly and adequately represent and protect the interests of the Plaintiff
5 Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's attorneys are
6 competent, well-versed, and experienced in litigating employment class actions and other complex
7 litigation matters.

8 **Superiority of Class Action**

9 31. Under the facts and circumstances set forth above, a class action is superior to any other
10 method available for both the fair and efficient adjudication of the rights of each class member inasmuch
11 as joinder of individual relatively small claims of Class Members is not practical, and if each employee
12 were required to file an individual lawsuit, the corporate Defendants would necessarily gain an
13 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
14 each individual plaintiff. Requiring each Class Member to pursue an individual remedy would also
15 discourage the assertion of lawful claims by employees fearful of retaliation and permanent damage to
16 their careers at present and/or subsequent employment. Further, the substantial risk of inconsistent or
17 varying verdicts or adjudications with respect to the individual Class Members against Defendant herein
18 further support class certification.

19
20 **VI.**

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

23 **(Labor Code sections 226.7 and 512)**

24 **(Plaintiff against Defendant and Does 1-50)**

25 32. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully
26 alleged.

27 33. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for
28 a work period of more than five (5) hours without providing a meal period uninterrupted by work duties
of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours

1 without a second meal period of not less than thirty (30) minutes.

2 34. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal
3 period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the
4 employee's regular rate of compensation for each workday that the meal period is not provided in
5 accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods,
6 in addition to impeding, discouraging, dissuading, and/or not relieving employees from all work duties
7 during meal periods thereby preventing employees from taking legally compliant meal periods. This was
8 due in part to Defendant's policy and practice of providing inadequate coverage to allow for breaks to be
9 taken, despite a heavy workload.

10 35. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of more than
11 five (5) hours in a workday.

12 36. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are entitled to damages
13 in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in
14 an amount to be proven at trial.

15 37. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts more
16 than ten (10) hours in a workday.

17 38. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the Plaintiff
18 Class, requests recovery of meal period compensation which they are owed beginning four (4) years prior
19 to filing this complaint, as well as the assessment of any statutory penalties against the Defendant, and
20 each of them, in a sum as provided by the Labor Code and/or other statutes. Pursuant to Labor Code
21 section 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests
22 the court award reasonable attorneys' fees and costs incurred by them in this action.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

25 **(Labor Code sections 226.7, Wage Order 9)**

26 **(Plaintiff against Defendant and Does 1-50)**

27 39. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully
28 alleged.

40. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

41. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide employees with rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Due to Defendant's uniform policies and practices, Plaintiff and Plaintiff Class consistently worked over four (4) hours per shift without receiving duty-free, uninterrupted rest breaks as required by the Labor Code. Defendant did not provide adequate relief personnel, resulting in Plaintiff and Plaintiff Class being unable to find opportunities to take rest breaks. Due to pressure from the Defendant, Plaintiff and Plaintiff Class also were not authorized or permitted to take a second rest period for shifts exceeding six hours of work, and/or a third rest period for shifts exceeding ten hours of work. Plaintiff and Plaintiff Class worked long shifts exceeding ten hours in a workday when they were answering crisis calls. Plaintiff and Plaintiff Class did not receive premium pay for the missed rest breaks.

42. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff Class throughout the Class Period.

43. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGE AND OVERTIME WAGES
(Labor Code sections 204, 206, 510, 515, 1194, 1194.2, 1197, 1197.1, and 1182.12)
(Plaintiff against Defendant and Does 1-50)

44. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged.

45. Any employee receiving less than the legal minimum wage or legal overtime compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees, and costs of suit. (Labor Code section 1194, subd. (a).)

1 46. Labor Code section 1182.12 provides that from January 1, 2017 to December 31, 2017,
2 the minimum wage rate in California was ten dollars (\$10.00) per hour. From January 1, 2018 to
3 December 31, 2018, the minimum wage rate in California was ten dollars and fifty cents (\$10.50) per
4 hour. From January 1, 2019 to December 31, 2019, the minimum wage rate in California was eleven
5 dollars (\$11.00) per hour. Plaintiff is informed and believes Defendant employed more than two hundred
6 (200) employees.

7 47. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are
8 set for all industries according to statute. (Labor Code section 1182.12.) Employers must pay employees
9 no less than minimum wage for each hour worked. (Labor Code section 1194.)

10 48. In any action to recover payment of wages less than the minimum wage an employee shall
11 be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
12 thereon. (Labor Code section 1194.2.)

13 49. Any work in excess of eight (8) hours in any workday and any work in excess of forty
14 (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half times the
15 regular rate of pay for an employee. (Labor Code section 510, subd. (a).) Any work in excess of twelve
16 (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay for an employee.
17 Labor Code section 510, subd. (a).)

18 50. All wages earned in employment are due and payable twice during each calendar month
19 on dates designated in advance by the employer. (Labor Code section 204.)

20 51. In case of a dispute over wages, the employer shall pay, without condition and promptly
21 under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise
22 entitled to as to any balance claimed. (Labor Code section 206.)

23 52. Notwithstanding any other provision of the Labor Code, hourly minimum wage rates are
24 set for all industries according to statute. (Labor Code section 1182.12.) Employers must pay an employee
25 no less than the minimum wage for each hour worked. (Labor Code section 1194.)

26 53. In any action to recover payment of wages less than the minimum wage, an employee
27 shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
28 interest thereon. (Labor Code section 1194.2.)

1 54. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and forty (40)
2 hours per week. Defendant failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for
3 all hours worked. Instead, Defendant paid Plaintiff and Plaintiff Class under a “Rounding Policy” that is
4 not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly
5 for all the time they have actually worked, thereby causing Plaintiff and Plaintiff Class members to work
6 in excess of eight (8) hours per day and/or forty (40) hours per week. As such Plaintiff and Plaintiff
7 Class seek overtime in an amount according to proof. Pursuant to Labor Code section 1194, the Class
8 members seek the payment of all overtime compensation which they earned and accrued four (4) years
9 prior to filing this complaint, according to proof.

10 55. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Plaintiff Class
11 all wages including both minimum wage and overtime. Plaintiff and Plaintiff Class were denied proper
12 overtime wages as a result of Defendant’s rounding policy, resulting in failure to compensate the
13 employees properly for all the time they have actually worked. Defendant has regularly violated the
14 Labor Code with respect to meeting the requirements of paying wages earned, including, overtime,
15 double-time and remuneration when calculating the employees’ regular rate of pay, as herein before
16 alleged. Defendant has intentionally excluded remuneration that must be included in all employees’
17 regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the
18 Labor Code and the order issued by the IWC.

19 56. Defendant further violated the Labor Code by routinely requiring Plaintiff and Plaintiff
20 Class to work off the clock. For instance, Defendant required Plaintiff and other aggrieved employees
21 to clean, organize and set up prior to punching in. Off the clock work included taking out products,
22 making sure that the equipment was clean and functioning, filling bottles with cleaning supplies, cleaning
23 the windows and doors of the business and washing towels. Similarly, after finishing washing cars,
24 Defendant required Plaintiff and other aggrieved employees to punch out and then continue cleaning up
25 the premises before leaving for the day.

26 57. Pursuant to Labor Code sections 510, 1182.12, and 1194, the Plaintiff Class seeks the
27 payment of all minimum wage, overtime, and/or double-time compensation which they earned and
28 accrued four (4) years prior to filing this complaint, according to proof.

FIFTH CAUSE OF ACTION
FAILURE TO ISSUE ACCURATE ITEMIZED WAGE STATEMENTS AND MAINTAIN
RECORDS

(Labor Code sections 226, 1174)
(Plaintiff against Defendant and Does 1-50)

66. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

67. Labor Code sections 226, 226.3, 1174, and 1174.5, and applicable IWC Wage Orders provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

68. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to each employee. Labor Code section 226, subdivision (a), requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing, including specified information, including, but not limited to: (1) gross wages earned; (2) total hours worked by the employee...(5) net wages earned... and (9) all applicable hourly rates of pay and corresponding number of hours. Labor Code section 226, subdivision (e), provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes, and based thereon alleges, that Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

69. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work periods, the total daily hours worked by each employee and the total hours

1 worked in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that
2 Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the
3 hours worked by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant's records do
4 not accurately reflect when Plaintiff and Plaintiff Class worked due to Defendant's "Rounding Policy"
5 that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees
6 properly for all the time they have actually worked.

7 70. An employee is deemed to suffer injury if the employer fails to provide an accurate wage
8 statement containing all of the required information set forth in Labor Code section 226, subdivision (a).
9 (Labor Code section 226, subd. (e)(2).) In addition, the omission of time worked, proper rates of pay,
10 records of missed meal and rest breaks, and/or premium pay make it difficult for employees to determine
11 whether they were paid all wages due without complicated calculations and/or reconstruction of records
12 required to be maintained by the employer.

13 71. For each employee suffering an injury as a result of Defendant's knowing and intentional
14 failure to provide an accurate, itemized wage statement, the employee is entitled to recover the greater of
15 actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs, and one
16 hundred dollars (\$100.00) per employee for each violation in a subsequent pay period.

17 72. Plaintiff is informed and believes, and based thereon alleges, that Defendant's failure to
18 keep accurate payroll records, as described above, violated Labor Code section 1174, subdivision (d) and
19 section 226, subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under
20 Labor Code section 2699, subdivision (f)(2), Plaintiff and the Plaintiff Class are entitled to penalties of
21 \$100.00 for the initial violation, and \$200.00 for each subsequent violation, for every pay period during
22 which these records and information were not kept by Defendant.

23 73. Plaintiff is informed and believes, and based thereon alleges, that Defendant's failure to
24 keep and maintain accurate records and information and provide to Plaintiff and Class Members accurate
25 itemized wage statements, as described above, was knowing and intentional, and Plaintiff and Plaintiff
26 Class are entitled to statutory penalties for each pay period in which a violation occurred. Plaintiff further
27 seeks recovery of attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e), and as
28 otherwise permitted by law.

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code section 201, 202, 203)

(Plaintiff against Defendant and Does 1-50)

74. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs in their entirety as if fully alleged herein.

75. Plaintiff and certain members of the Plaintiff Class who ended their employment with Defendant during the Class Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201-203. Defendant refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages owed as a result of their failure to pay Plaintiff and Plaintiff Class both minimum wage and overtime compensations and expense reimbursements. Pursuant to Labor Code section 203, Plaintiff and Plaintiff Class seek the payment of penalties, according to proof.

SEVENTH CAUSE OF ACTION

UNFAIR/UNLAWFUL BUSINESS PRACTICES

(Business and Professions Code section 17200 et seq.)

(Plaintiff against Defendant and Does 1-50)

76. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs in their entirety.

77. California Business and Professions Code section 17200 et. seq. (also referred to herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

78. Business and Professions Code section 17204 allows "any person who has suffered injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil action for violation of the Unfair Competition Law ("UCL").

79. Labor Code section 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who

1 attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum
2 labor standards.

3 80. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing
4 of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business
5 Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described
6 in this Complaint including but not limited to violations of Labor Code section 2802, 1194, 1197, 1198
7 as well as other statutes.

8 81. The violations of these laws and regulations, as well as of the fundamental California
9 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business
10 and Professions Code section 17200 et. seq.

11 82. The acts and practices described above constitute unfair, unlawful and fraudulent
12 Business Practices, and unfair competition, within the meaning of Business and Professions Code section
13 17200 et. seq. Among other things, the acts and practices have forced Plaintiff and other similarly
14 situated employees to labor for many hours without receiving both minimum wage and overtime
15 compensation, to which they are entitled by law, while enabling Defendant to gain an unfair competitive
16 advantage over law-abiding employers and competitors.

17 83. As a result of Defendant's acts, Plaintiff and Plaintiff Class have suffered injury in fact
18 in being denied their statutorily entitled full compensation for hours of labor and not indemnified for
19 necessary business-related expenses. As a result of Defendant's unlawful acts of unfair competition,
20 Plaintiff and Plaintiff Class have lost money and property in the form of a loss of wages in an amount to
21 be proven at trial.

22 84. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and
23 Plaintiff Class have suffered lost wages in an amount to be proven at trial.

24 85. Business and Professions Code section 17203 provides that a court may make such orders
25 or judgments as may be necessary to prevent the use or employment by any person of any practice which
26 constitutes unfair competition.

27 86. Business and Professions Code section 17203 provides that the Court may restore to any
28 person in interest any money or property that may have been acquired by means of such unfair
competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business and Professions

1 Code section 17203 for all wages and payments unlawfully withheld from employees, including the cost
2 of necessary job-related expenses not reimbursed, during the four-year period prior to the filing of this
3 Complaint.

4 87. Business and Professions Code section 17202 provides, "Notwithstanding section 3369
5 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal
6 law in a case of unfair competition." Plaintiff and Plaintiff Class are entitled to enforce all applicable
7 penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

8 88. Plaintiff's success in this action will enforce important rights affecting public interest,
9 and in that regard, Plaintiff sues on behalf of the general public, as well as himself and other similarly
10 situated employees. Plaintiff and Plaintiff Class seek and are entitled to restitution, civil penalties,
11 declaratory relief, and all other equitable remedies owing them.

12 89. Plaintiff herein takes upon himself enforcement of these laws and lawful claims. There
13 is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and
14 it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorney's fees from
15 the recovery in this action. Attorney's fees are appropriate pursuant to Code of Civil Procedure section
16 1021.5 and otherwise.

17 **EIGHTH CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT**

19 **(Labor Code section 2698-2699)**

20 **(Plaintiff against Defendant and Does 1-50)**

21 90. Plaintiff on behalf of himself and on behalf of aggrieved hourly non-exempt employees
22 herein re-alleges and incorporates each and every one of the allegations contained in paragraphs 1-89,
23 inclusive of this Complaint, as if fully set forth herein.

24 91. Labor Code section 2698-2699, the Labor Code Private Attorney General Act of 2004,
25 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
26 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for
27 a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on
28 behalf of himself or herself, and collectively on behalf of all other current or former employees.

1 92. Whenever the LWDA, or any of its departments, divisions, commissions, boards agencies
2 or hourly non-exempt employees, has discretion to assess a civil penalty, a court in a civil action is
3 authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil
4 penalty.

5 93. Plaintiff, and all hourly non-exempt employees of Defendant are "aggrieved employees"
6 as defined by Labor Code section 2699, in that they are all current or former hourly non-exempt
7 employees of Defendant, and one or more of the alleged violations was committed against them.

8 94. Prior to filing the Complaint, Plaintiff gave written notice to the LWDA on May 26, 2021,
9 (LWDA Case No. LWDA-CM-833305-21) via online filing through the State of California
10 LWDA/Department of Industrial Relations website with a copy to the employer via certified mail, of the
11 specific provisions of this code alleged to have been violated, including listing some facts and some
12 theories to support the alleged violations as required by Labor Code section 2699.3; A true and correct
13 copy of said Notice is attached hereto as **Exhibit 1**. Plaintiff alleges that he has exhausted all
14 administrative remedies and filed the herein complaint 65 days after mailing said notice. At the date of
15 filing this complaint, the LWDA has not responded with any intention to investigate. As such, Plaintiff
16 has exhausted her administrative requirements pursuant to Labor Code sections 2699.3(a)(1) and (2) (A-
17 C).

18 95. Plaintiff asserts all of the claims in this Complaint against Defendant, individually and on
19 behalf of all aggrieved hourly non-exempt employees in her capacity as private attorney general and
20 seeks all statutory penalties available under the Labor Code.

21 96. Pursuant to Labor Code section 2699, Plaintiff, individually and on behalf of all aggrieved
22 hourly non-exempt employees, requests and is entitled to recover from the Defendant; overtime
23 compensation, waiting period wages, reimbursement of necessary job related expenses, and penalties
24 according to proof, and plaintiff is further entitled to recover interest, attorney's fees and costs pursuant
25 to Labor Code section 2699(g)(1), as well as all statutory penalties and attorneys' fees against Defendant,
26 and each of them, including, but not limited to:

27 A. Penalties under Labor Code section 2699 in the amount of \$100 for each aggrieved
28 employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period
for each subsequent violation;

1 B. Penalties under Code of Regulations, Title 8 section 11070 in the amount of \$50 for each
2 aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per
3 pay period for each subsequent violation;

4 C. Penalties under Labor Code section 210, in addition to and entirely independent and apart
5 from other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved employee per
6 pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent
7 violation, plus 25% of the wage wrongly withheld;

8 D. Any and all additional penalties and sums as provided by the Labor Code and/or other
9 statutes.

10 97. In addition, thereto, Plaintiff seeks and is entitled to 50% of all penalties obtained under
11 Labor Code section 2699 to be allocated to the General Fund, and 25% of all penalties obtained to be
12 allocated to the LWDA, for education of employers and employees about their rights and responsibilities
13 under the Labor Code, and 25% to all aggrieved employees.

14 98. Further, plaintiff is entitled to seek and recover reasonable attorney's fees and costs
15 pursuant to Labor Code section 2699(g)(1), 1194, 210, and 212 and any other applicable statute.

16 **VII.**

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff and Plaintiff Class pray for judgment as follows:

- 19 1. For nominal damages;
- 20 2. For compensatory damages;
- 21 3. For restitution of all monies due to Plaintiff and Plaintiff Class, and disgorged profits from
22 the unlawful business practices of Defendant;
- 23 4. For waiting time penalties pursuant to Labor Code section 203, on behalf of the terminated
24 or resigned employees;
- 25 5. For penalties pursuant to Labor Code section 226, 226(e), 2802, 512 and 1194, and as
26 provided for by Labor Code section 2699;
- 27 6. For interest accrued to date;
- 28 7. Declaratory relief, enjoining Defendant's practices as being unlawful and unfair business
practices within the meaning of Business Professions Code section 17200, et seq., and declaring

1 Defendant has unlawfully treated Plaintiff and Plaintiff Class, failed to pay all wages and overtime
2 compensation in violation of California law, failed to pay wages to former employees Plaintiff and other
3 certain members of Plaintiff Class, failed to provide Plaintiff and Plaintiff Class accurate itemized wage
4 statements upon payment of wages, and declaring the amounts of damages, penalties, equitable relief,
5 costs, and attorney's fees Plaintiff and Plaintiff Class are entitled to;

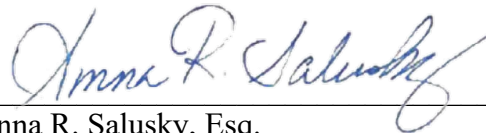
6 8. For costs of suit and expenses incurred herein pursuant to Code of Civil Procedure sections
7 1021.5, Labor Code section 226, 2802, 1194, and 2699(g);

8 9. For reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5, Labor
9 Code section 226, 2802, 1194, and 2699(g) and;

10 10. For all such other and further relief as the Court may deem just and proper.

11
12 Dated: March 10, 2022

SALUSKY LAW GROUP, APC

13
14 

15 Anna R. Salusky, Esq.
16 Attorney for Plaintiff MARIO VILLALPANDO
17 and on behalf of all employees similarly situated
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Dated: March 10, 2022

Anna R. Salusky

Attorney for Plaintiff MARIO VILLALPANDO
and on behalf of all employees similarly situated

EXHIBIT 1



3738 Bayer Avenue, Suite 104
Long Beach, CA 90808
T. (562) 855-0004
F. (562) 855-0002
asalusky@saluskylaw.com
www.salusylaw.com

November 26, 2021

Via Certified Electronic Mail
LABOR AND WORKFORCE DEVELOPMENT AGENCY
PAGAfiling@dir.ca.gov

Via Certified Mail #

Return Receipt Requested

South Corona Auto Spa, LP
Agent for Service of Process: Norris J. Bishton, Jr.
6701 Center Drive West, Suite 925
Los Angeles, CA 90045

South Corona Auto Spa, LP
1144 East Los Angeles Avenue
Simi Valley, CA 93065

South Corona Auto Spa, LP
2315 California Avenue
Corona, CA 92881

SAS Capital Group, Inc.
Agent for Service of Process: Scott Arditi
900 S La Brea Avenue
Los Angeles, CA 90036

Shahriar Shouhed
900 S La Brea Avenue
Los Angeles, CA 90036

Re: Mario Villalpando v. South Corona Auto Spa, LP

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

To: California Labor and Workforce Development Agency and Defendants South Corona Auto Spa, LP, SAS Capital Group, Inc. and Shahriar Shouhed (hereinafter “Defendant”).

From: Plaintiff Mario Villalpando (“Plaintiff”), on behalf of himself and other aggrieved employees who were subject to the Defendant’s wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Salusky Law Group, represents the interests of Plaintiff, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Defendant South Corona Auto Spa, LP is in the business of providing car wash services. Defendant SAS Capital Group, Inc. is the General Partner of South Corona Auto Spa, LP. Defendant Shahriar Shouhed is the owner of South Corona Auto Spa, LP and the CEO of SAS Capital Group, Inc. Plaintiff was an hourly-paid, non-exempt employee for Defendant.

Plaintiff alleges Defendant violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194 and 1197, by failing to provide Plaintiff and all other aggrieved employees with all wages for all hours worked, including, but not limited to, regular and minimum wage, overtime and double-time hours, meal and rest period premium pay, and reimbursement for necessary business expenditures, including laundering uniforms. Plaintiff and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Defendant in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action.

A. Defendant Failed to Provide Plaintiff and Other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in Lieu Thereof, in Violation of California Law

Plaintiff alleges that he and other aggrieved employees were routinely not provided with timely, 30-minute off-duty meal periods, as required by the Labor Code. Plaintiff and other aggrieved employees allege that they did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and did not receive a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) When employees failed to receive their meal break, they did not receive premium pay as compensation for the missed meal breaks.

Plaintiff further alleges that he and other aggrieved employees did not receive duty-free, uninterrupted rest periods for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Defendant prevented Plaintiff and other aggrieved employees from taking rest breaks throughout their shifts. This was due in part to Defendant’s policy and practice of providing inadequate coverage to allow for breaks to be taken, despite a heavy workload. Further, due to the pressure from Defendant, Plaintiff and other aggrieved employees were not authorized and

permitted to take a second rest period, on shifts exceeding six hours of work, and/or third rest breaks, on shifts exceeding ten hours of work. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest breaks. Defendant's conduct, which is in violation of the Labor Code, is also actionable under PAGA.

B. Defendant Failed to Pay Plaintiff and Other Aggrieved Employees for all Hours Worked, Including Minimum Wage and Overtime, in Violation of California Law

Defendant failed to pay Plaintiff and other aggrieved employees for all hours worked at the legally mandated wage rates for all hours worked. Defendant failed to pay Plaintiff and other aggrieved employees the state mandated minimum wage. Specifically, Plaintiff and other aggrieved employees regularly worked beyond the eighth (8th) hour of their shifts, but Defendant only compensated Plaintiff and aggrieved employees for eight (8) hours at their regular rate of pay and did not compensate Defendant and similarly aggrieved employees for time worked beyond the eighth hour of their scheduled shifts. Defendant did not properly calculate Plaintiff's and other aggrieved employees' overtime and double-time rates. Defendant also failed to pay Plaintiff and other aggrieved employees, proper overtime and/or double-time rates for hours worked off-the-clock, as required by law. For instance, Defendant required Plaintiff and other aggrieved employees to clean, organize and set up prior to punching in. Off the clock work included taking out products, making sure that the equipment was clean and functioning, filling bottles with cleaning supplies, cleaning the windows and doors of the business and washing towels. Similarly, after finishing washing cars, Defendant required Plaintiff and other aggrieved employees to punch out and then continue cleaning up the premises before leaving for the day. Defendant also engaged in a practice of rounding. Defendant alleges that the rounding practice for purposes of calculating the amount of time each employee worked. Plaintiff alleges that the rounding practice consistently benefited Defendant and resulted, over time, in an underpayment to Plaintiff and other aggrieved employees for their hours worked. Defendant's conduct is in violation of Labor Code sections 510, 1194 and 1197, and is actionable under PAGA.

C. Defendant Failed to Provide Plaintiff and Other Aggrieved Employees with Compliant Wage Statements, and Failed to Timely Pay All Wages Owed Upon Severance of Employment, in Violation of California Law

Based on currently available information and records, Defendant did not keep accurate time records in violation of the Labor Code, the applicable wage order, and actionable under PAGA. By failing to include on Plaintiff and other aggrieved employees' pay stubs all rest and meal break premium wages and full compensation for all hours worked including proper overtime and double-time wages, Defendant failed to keep accurate payroll records and failed to provide Plaintiff and other aggrieved employees with complete and accurate wage statements. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Defendant's failure to pay all wages owed as described herein, Defendant also violated Labor Code sections 201, 202, 203, and 204 due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. Defendant Failed to Reimburse Plaintiff and Other Aggrieved Employees for Necessary Business Expenditures, in Violation of California Law

Based on currently available information and records, Defendant did not reimburse Plaintiff and other aggrieved employees for necessary business expenditures, including, but not limited to, the cost of maintenance for their work uniforms, which is in violation of Labor Code section 2802, the applicable wage order, and actionable under PAGA.

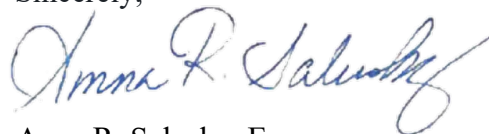
E. Reservation of Rights

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

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

SALUSKY LAW GROUP
Anna R. Salusky, Esq.
3738 Bayer Avenue, Suite 104
Long Beach, CA 90808
Tel: (562) 855-0004
Fax: (562) 855-0002
asalusky@saluskylaw.com

Sincerely,

A handwritten signature in blue ink, appearing to read "Anna R. Salusky", is written over a light blue circular background.

Anna R. Salusky, Esq.
SALUSKY LAW GROUP