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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

REBECCA FLORES, individually and
on behalf of herself and others similarly
situated,

Plaintiffs,

vs.

HEALTHCARE SUPPORT STAFFING,
INC., a Florida corporation; BERNARD
D LANGMO, an individual; CHRIS
ABEL, an individual; and DOES 1
through 50 inclusive

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

Case No.: 37-2022-00003789-CU-OE-CTL

PLAINTIFFS' COMPLAINT FOR:

1. PAGA Claim for Failure to Pay State Minimum/Regular Wages;
2. PAGA Claim for Failure to Pay State Overtime Wages;
3. PAGA Claim for Failure to Timely Pay Wages;
4. PAGA Claim for Meal and Rest Break Labor Code Violations;
5. PAGA Claim for Inaccurate Wage Statements;
6. PAGA Claim for Failure to Maintain Payroll Records;
7. PAGA Claim for Failure to Reimburse Business Expenses in Violation of California Labor Code § 2802;
8. PAGA Claim for miscellaneous Labor Code Violations;
9. PAGA Claim for failure to provide seating; and
10. Individual Claim for Violations of the California Investigative Consumer Reporting Agencies Act (Civ. Code, § 1786, *et seq.*)

1 Plaintiff REBECCA FLORES, on behalf of herself and acting for the interests
2 of other current and former employees (cumulatively “Plaintiffs” or “Aggrieved
3 Employees”) allege the following:

4 **NATURE OF THE ACTION**

5 1. Plaintiff FLORES files this action because Defendants procured an
6 investigative consumer report regarding Plaintiff after requiring Plaintiff, a job
7 applicant at the time, to sign an unlawful disclosure form whereupon Defendants
8 procured a consumer investigative report on the Plaintiff, which form violated the
9 Investigative Consumer Reporting Agencies Act (the “ICRAA”) under Cal. Civ. Code
10 § 1786, *et seq.* because the form: (1) failed to provide a clear and conspicuous
11 disclosure in a standalone document; and (2) otherwise failed to comply with § 1786,
12 *et seq.*

13 2. Pursuant to Labor Code Private Attorney General Act (“PAGA”), §§
14 2698, 2699 of the California Labor Code, Plaintiffs also bring this representative
15 action against Defendants for violations of the California Labor Code and the
16 Industrial Welfare Commission Wage Orders (the “IWC Wage Orders”).

17 3. In connection with Plaintiffs’ PAGA claims, Plaintiffs seek only PAGA
18 civil penalties (no wages and no individualized relief except for the named the
19 Plaintiff), reasonable attorneys’ fees, and costs within the meaning of *Esparza v. KS*
20 *Indus., L.P.* (2017) 13 Cal.App.5th 1228.

21 **JURISDICTION AND VENUE**

22 4. Pursuant to Article VI, § 10 of the California Constitution, subject matter
23 jurisdiction is proper in the Superior Court of California, County of San Diego, State
24 of California because Plaintiffs allege claims arising under California law.

25 5. This Court has jurisdiction over the Defendants because each is an
26 association, corporation, business entity, or individual that conducts substantial
27 business in the State of California.

28 6. Pursuant to § 395 of the California Code of Civil Procedure, venue is

1 proper in the Superior Court of California for the County of San Diego because
2 Defendant HEALTHCARE SUPPORT STAFFING, INC. is a Florida corporation
3 doing business in California without having disclosed to the California Secretary of
4 State, in its Statement of Information or otherwise, the address of its principal office
5 in the State of California. (*Easton v. Superior Court (Schneider Bros., Inc.)* (1970) 12
6 Cal.App.3d 243, 246-247.)

7 THE PARTIES

8 7. Plaintiff REBECCA FLORES is an individual that resides in California.

9 8. Defendant HEALTHCARE SUPPORT STAFFING, INC. ("HSS") is a
10 Florida corporation doing business in California without having disclosed to the
11 California Secretary of State, in its Statement of Information or otherwise, the address
12 of its principal office in the State of California.

13 9. Defendant BERNARD D. LANGMO is an individual and during all
14 times relevant is and was the Managing Director of Defendant HSS and, as such, this
15 Defendant is believed to be an "other person acting on behalf of an employer" within
16 the meaning of Labor Code §§ 558 and 558.1.

17 10. Defendant CHRIS ABEL is an individual and during all times relevant is
18 and was the Managing Director of Defendant HSS and, as such, this Defendant is
19 believed to be an "other person acting on behalf of an employer" within the meaning
20 of Labor Code §§ 558 and 558.1.

21 11. The true names and capacities, whether individual, corporate, associate,
22 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
23 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious
24 names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will
25 seek leave to amend this Complaint to allege the true names and capacities of DOES
26 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and
27 believe, and based thereon allege, that each of the DOE Defendants is in some manner
28 liable to Plaintiffs for the events and actions alleged herein. All named Defendants

1 and DOES 1 through 50 are collectively referred to as “Defendants.”

2 12. Plaintiffs are informed and believe, and based thereon allege, that at all
3 times relevant herein each Defendant was acting as an agent, joint venture, or as an
4 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
5 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
6 that each is responsible for the acts of the other in connection with the conspiracy and
7 in proximate connection with the other Defendants.

8 13. Plaintiffs are informed and believe, and based thereon allege, that each
9 Defendant was acting partly within and partly without the scope and course of their
10 employment, and was acting with the knowledge, permission, consent, and
11 ratification of every other Defendant.

12 14. Plaintiffs are informed and believe, and based thereon allege, that each
13 of the Defendants was an agent, managing general partner, managing member, owner,
14 co-owner, partner, employee, and/or representative of each of the Defendants, and
15 were at all times material hereto, acting within the purpose and scope of such agency,
16 employment, contract and/or representation, and that each of them are jointly and
17 severally liable to Plaintiffs and the Aggrieved Employees for the acts alleged herein

18 15. Plaintiffs are informed and believe, and based thereon allege, that each
19 of the Defendants are liable to Plaintiffs under legal theories and doctrines including
20 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
21 alter ego, based in part, on the facts set forth below.

22 16. Plaintiffs are informed and believe, and based thereon allege, that each
23 of the named Defendants are part of an integrated enterprise and have acted or
24 currently act as the employer and/or joint employer of Plaintiffs and Aggrieved
25 Employees, making each of them liable for the wage and hour violations alleged
26 herein.

27 **GENERAL ALLEGATIONS**

28 17. Defendant HSS is a temporary service employer withing the meaning of

1 Labor Code § 201.3(a)(1).

2 18. At all times relevant and within a year of this Complaint, Defendants
3 employed Plaintiff FLORES (individually, "Plaintiff") and other Aggrieved
4 Employees on an hourly basis as non-exempt workers to perform work in California
5 for various customers (other entities).

6 19. Defendants employed the named Plaintiff as a youth care worker to
7 supervise unaccompanied migrant children temporarily housed in California.

8 20. The above alleged children were housed in a massive shelter for migrant
9 children, most of whom arrived in the U. S. via the southern border unaccompanied.

10 21. Defendants employed the named Plaintiff from approximately April to
11 July 2021, whereupon her employment was terminated.

12 22. Before entering the workplace, Defendants required Plaintiff to pass
13 through a screening for security and Covid symptoms, including temperature
14 screening.

15 23. The time spent waiting in line for and submitting to screening was
16 compensable time for which Defendants failed to pay Plaintiff and similarly
17 Aggrieved Employees.

18 24. After completing the screening, Defendants issued Plaintiff and other
19 employees a wristband to indicate their clearance to enter.

20 25. The clock-in station that recorded Plaintiff's time of arrival was located
21 inside the convention center, beyond the screening line.

22 26. Before being allowed to clock in, Defendants caused Plaintiff to spend
23 time under the control of Defendants waiting for clearance.

24 27. Additionally, before being allowed to clock in, Defendants required
25 Plaintiff to periodically submit to Covid tests, as distinguished from daily required
26 security check and temperature screening.

27 28. At the beginning of Plaintiff's workday, Defendants provided Plaintiff a
28 radio Defendants required her to keep in her possession at all times.

1 29. Defendants required Plaintiff to listen and respond to radio calls at all
2 times, even during any purported rest periods.

3 30. Defendants would contact Plaintiff on the radio, even during purported
4 rest periods, to ask questions such as inquiring what the “count” was – i.e., what was
5 the number of children in a particular location, among other things.

6 31. Additionally, Defendants contacted Plaintiff even during purported rest
7 periods to order her to return to work when Defendants were short on staff.

8 32. Plaintiff was subject to reprimand if she did not respond to radio calls
9 during purported rest periods.

10 33. Plaintiff’s regular rate of pay exceeded \$28.34/hr., including wages of
11 \$28.34/hr. plus the pro rata value of meals and lodging.

12 34. Defendants calculated Plaintiff’s overtime compensation based on an
13 erroneous regular rate of pay.

14 35. To the extent Defendants compensated Plaintiff with an overtime
15 premium, Defendants paid Plaintiff at the rate of \$35.70 (1.5 x \$23.80) per overtime
16 hour, while Plaintiff’s overtime hours should have been compensated at a rate of
17 \$42.51 (1.5 x \$28.34) plus the pro rata value of meals and lodging per overtime hour.

18 36. Additionally, to the extent Defendants compensated Plaintiff with a
19 double time premium, they paid Plaintiff at the rate of \$47.60 (2 x \$23.80) per double
20 time hour (and in some instances even less), while Plaintiff’s double time hours
21 should have been compensated at the rate of \$56.68 (2 x \$28.34) plus the pro rata
22 value of meals and lodging per double time hour.

23 **Unpaid Overtime Wages.**

24 37. Within the last year before the filing of this action and continuing to the
25 present, and pursuant to company policy and/or practice and/or direction, based on the
26 policies implemented and enforced by Defendants, Defendants regularly and
27 systematically, as a policy and practice, underpaid Plaintiffs and similarly situated
28 employees’ overtime.

1 38. As to Plaintiff FLORES and similarly situated Aggrieved Employees,
2 this claim is premised, in part, on Defendants requiring Aggrieved Employees to work
3 off-the-clock.

4 39. Specifically, Defendants required Aggrieved Employees to spend unpaid
5 time waiting in line for and submitting to security and Covid screenings, as well as
6 Covid tests, which they were required to do before they clocked in, compensable time
7 for which Aggrieved Employees were not paid.

8 40. This claim is also premised, in part, on Plaintiffs' allegations of
9 Defendants paying overtime at incorrect hourly rates.

10 41. For example, during the May 3, 2021 to May 9, 2021, pay period, the
11 wage and earning statement Defendants issued Plaintiff FLORES shows she worked
12 eight hours of double overtime, and that her regular rate of pay was \$23.80/hr.

13 42. In fact, the regular rate exceeded \$28.34/hr. because of an additional
14 hourly wage of \$4.54/hr., characterized on the pay statement as a fringe benefit, and
15 because of meals and lodging that Defendants provided.

16 43. Double the amount of \$28.34 for double overtime (\$56.68/hr.) multiplied
17 by eight hours, is \$453.44, yet Defendants paid Plaintiff FLORES only \$380.80 for
18 double overtime during that period.

19 44. Another example occurred during the June 7, 2021 to June 13, 2021 pay
20 period where Defendants issued Plaintiff FLORES a wage and earning statement that
21 reported Plaintiff FLORES working 3.7 hours of double overtime and paying her
22 \$176.12, but at the regular rate of pay of \$28.34 Defendants should have paid her
23 \$209.72.

24 45. Indeed, the regular rate of pay was greater than \$28.34 due to the
25 provision of meals and lodging.

26 46. Additionally, Plaintiffs are informed and believe and based thereon
27 allege that Defendants' overtime payments it paid to Aggrieved Employees
28 unlawfully did not include all forms of remuneration.

1 47. Pursuant to § 49.1.1 of the California Division of Labor Standards and
2 Enforcement Policies and Interpretations Manual, “In California, as with the federal
3 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
4 includes many different kinds of remuneration, for example: hourly earnings, salary,
5 piecework earnings, commissions, certain bonuses, *and the value of meals and*
6 *lodging.*” (Emphasis added.)

7 48. Plaintiffs and Aggrieved Employees earned such remuneration, including
8 meals and lodging and such remuneration was not included in their regular rate of pay
9 for purposes of overtime compensation during the relevant pay periods.

10 49. This claim is also premised, in part, on Plaintiffs’ right to pursue all
11 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
12 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

13 50. These are a few of many similar instances where Defendants failed to
14 pay all wages to the Plaintiffs and the Aggrieved Employees.

15 **Unpaid Minimum/Regular Wages.**

16 51. Within the last year before the filing of this action and continuing to the
17 present, and pursuant to company policy and/or practice and/or direction, Defendants,
18 based on the policies implemented and enforced by Defendants, failed to pay
19 Plaintiffs and Aggrieved Employees all their regular/minimum wages, in an amount
20 to be proven at trial.

21 52. The basis for Plaintiffs’ and Aggrieved Employees’ unpaid minimum
22 wage/regular wage claim is based on, among other things, the above alleged policies
23 implemented by Defendants, such as Defendants’ requirement that Plaintiffs and
24 similarly situated Aggrieved Employees engage in compensable work before clocking
25 in, among other things.

26 53. Plaintiffs are informed and believe, and based thereon allege, this claim
27 is also premised on Plaintiffs’ allegations that Aggrieved Employees performed work
28 on public works projects where Defendants were required to pay Aggrieved

1 Employees prevailing wages, yet did not pay such wages or the proper amount of
2 such wages.

3 54. This claim is also premised, in part, on Plaintiffs' right to pursue all
4 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
5 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

6 **Meal and Rests Break Claims.**

7 55. Within the last year before the filing of this action, and pursuant to
8 company policy and/or practice and/or direction, Plaintiffs are informed and believe
9 and therefore allege that Defendants, based on the policies implemented and enforced
10 by Defendants, failed to permit Plaintiffs and Aggrieved Employees to take all of
11 their compliant off-duty meal and rest breaks during the required timeframe as
12 required by law and failed to pay them premium pay in lieu thereof, in an amount to
13 be proven at trial.

14 56. The basis for Plaintiffs' and Aggrieved Employees' meal break claim is
15 based, in part, on a policy implemented by Defendants that required Plaintiff
16 FLORES and Aggrieved Employees to always remain at the work premises as well as
17 listen and respond to radio calls, instead of giving them an uninterrupted 30-minute
18 break required under California law.

19 57. Many times, in an amount to be proven at trial, Plaintiffs are informed
20 and believe and therefore allege that in cases where Plaintiffs and Aggrieved
21 Employees worked more than five and/or ten hours in a workday, they were deprived
22 their right to take an uninterrupted meal break and Defendants failed to pay them
23 premium pay for their missed or noncompliant meal breaks.

24 58. Plaintiffs' rest break claim is premised on Defendants' policy that
25 required Plaintiff and Aggrieved Employees to work alone or under circumstances
26 that prevented them from taking a meal and rest break because of Defendants'
27 policies requiring workers to be near the children they were watching.

28 59. Because of Defendants' policy, Defendants prevented Plaintiffs and

1 Aggrieved Employees from taking all their uninterrupted rest breaks to which they
2 had the right to enjoy in an amount to be proven at trial, and Defendants failed to pay
3 them premium pay as required under California law. (*See Augustus v. ABM Security*
4 *Services* (2016) 2 Cal.5th 257.)

5 60. This claim is also premised, in part, on Plaintiffs' right to pursue all
6 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
7 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

8 **Unreimbursed Work-Related Expense Claims.**

9 61. During all times relevant, and pursuant to company policy and/or
10 practice and/or direction, Defendants required Plaintiffs and, upon information and
11 belief, Aggrieved Employees to use their cell phones and incur various other expenses
12 associated with their work for Defendants.

13 62. Plaintiffs allege that Defendants, via its managers, typically called,
14 texted, and emailed Plaintiffs and the Aggrieved Employees during working hours.

15 63. Plaintiffs and similarly affected Aggrieved Employees disavow any
16 knowledge of written policies allowing them to request reimbursement for such work-
17 related expenses and, as a result, never were paid for said expenses.

18 64. Plaintiffs are informed and believe, and thereupon allege, that
19 Defendants' requirement for employees to use their supplies and equipment to
20 perform their work duties without reimbursement was an attempt to shift the costs
21 onto its employees.

22 65. Defendants passed the cost of doing business onto its employees by
23 requiring, without reimbursement, their employees to purchase equipment, tools, and
24 services necessary to perform work for Defendants.

25 66. This claim is also premised, in part, on Plaintiffs' right to pursue all
26 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*
27 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

Erroneous Wage Statements in Violation of Labor Code § 226.

67. During all times relevant, and pursuant to company policy and/or practice and/or direction and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants issued confusing and inaccurate wage and earning statements to Plaintiffs, which wage and earning statements failed to identify their correct rates of pay and/or correct gross and net earnings during the applicable pay period.

68. Compounding the foregoing error is that Defendants failed to pay Plaintiff and similar Aggrieved Employees according to the statutory requirements of Labor Code § 201.3.

69. Further compounding the foregoing error is that Defendants issued Plaintiff and similar Aggrieved Employees paystubs with incorrect rates of pay.

70. In addition to the foregoing stand-alone claim under Labor Code § 226, Plaintiffs' paystubs and those of similarly situated employees of Defendants were inaccurate because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

71. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

Derivative PAGA Claims.

72. During all times relevant, and pursuant to company policy and/or practice and/or direction, Aggrieved Employees did not receive their final paychecks immediately upon involuntary termination or within 72 hours of voluntary separation, Defendants did not pay all final wages at the location of employment, and said final paychecks did not include all wages due to the employee.

73. Based on the foregoing misconduct, Defendants issued Plaintiffs erroneous paystubs.

74. To date, Plaintiffs are informed and believe, and therefore allege, that

1 Defendants have not paid Aggrieved Employees all wages due and payable, in an
2 amount to be proven at trial in violation of Labor Code § 203 and 256 via PAGA.

3 **ICRAA Claims.**

4 75. On or about April 21, 2021, as part of Defendants' routine practice,
5 policy, and procedure, Defendants required Plaintiff, a job applicant at that time, to
6 sign various forms that purported to allow Defendants to obtain a consumer
7 investigative report on the Plaintiff via a third party.

8 76. Defendants' purported permission to conduct the foregoing investigative
9 consumer report was based, in part, on what appears to be a multipage document
10 consisting of various forms Defendants required Plaintiff to sign. Attached hereto and
11 marked as **Exhibit 1** is a true and correct copy of the foregoing form, the contents of
12 which are incorporated herein by reference as though alleged herein.

13 77. Plaintiff maintains **Exhibit 1** violates California law because it
14 unlawfully contains, for example, state law disclosures regarding inapplicable rights
15 held by applicants from no less than ten states other than California, which are
16 irrelevant to the disclosure requirements under the ICRAA. (See **Ex. 1**).

17 78. Additionally, the disclosure form erroneously references the phrase
18 "consumer credit reports," a phrase that has a separate statutory definition and is not
19 permitted to be part of an ICRAA disclosure.

20 79. Further, **Exhibit 1** is not a "document that consists solely of the
21 disclosure" within the meaning of Civ. Code § 1786.16, subd. (a)(2)(B) because it is
22 believed to be part of a multipage document presented electronically to the Plaintiff
23 for review and electronic signature.

24 80. Moreover, there was no apparent "box to check" on the disclosure or
25 authorization forms within the meaning of Civ. Code § 1786.16, subd. (b)(1) for
26 Plaintiff to check to request a copy of the Report, in violation of Civ. Code § 1786.16,
27 subd. (b)(1), which provides in part that "[t]he notice to request the report may be
28 contained *on either the disclosure form*, as required by subdivision (a), *or a separate*

1 *consent form,”* (emphasis added) inasmuch as the purported box does not appear on
2 the form Defendants provided before this suit was filed.

3 81. Further, the form references that “Healthcare Support” was requesting
4 the report, but Healthcare Support was not Plaintiff’s employer, rather
5 HEALTHCARE SUPPORT STAFFING, INC. was Plaintiff’s employer, the failure to
6 identify the correct employer therefore violating Civil Code §§ 1786.12 and 1786.16,
7 subd. (d) which expressly prohibit anyone but the employer from requesting
8 investigative consumer reports on job applicants.

9 82. By law, before an employer can procure a report on an employee or job
10 applicant, the employer must certify to the furnishing agency that it (the employer)
11 complied, and will continue to comply, with various requirements of the ICRAA. Civ.
12 Code §1786.16(a)(4).

13 83. Plaintiff FLORES is informed and believes there is no evidence of
14 certifications whatsoever from the Defendants as required under the ICRAA.

15 84. Accordingly, Plaintiffs are informed and believe, and based thereon
16 allege, that Defendants violated the ICRAA by procuring a Report without complying
17 with the certification requirements set forth in the ICRAA.

18 85. These are a few of many reasons Defendants violated the ICRAA, the
19 exact amount and number of reasons to be proven at trial and for each reason of
20 which Plaintiff seeks statutory damages. (*Ballard v. Pac. Logistics Corp.* (C.D. Cal.
21 Feb. 25, 2019, No. CV 18-10320 DSF (JCx)) 2019 U.S.Dist.LEXIS 62121 [plaintiff
22 may recover statutory damages for each violation of ICRAA.)

23 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

24 86. The duties and business activities of the Aggrieved Employees were
25 essentially the same as the duties and activities of the Plaintiff described above.

26 87. This is a wage and hour representative action filed pursuant to PAGA, §§
27 2698, 2699 that generally consists of the following group:

28 **All current or former nonexempt employees who worked**

1 **for the Defendants in the state of California from November**
2 **5, 2020 to the present.**

3 88. All members of the represented group will be referred to as the
4 “Aggrieved Employees.”

5 89. The “Representative Period” means from **November 5, 2020** to the
6 present.

7 90. Plaintiff further alleges, on information and belief, that Aggrieved
8 Employees, did not receive all wages due at the time their employment ended with
9 Defendants.

10 91. On information and belief, Defendants’ current and former employees
11 were subject to wage and hour violations by Defendants, including failing to be paid
12 for all wages due.

13 92. California law provides that an employee may file an action against an
14 employer for penalties in connection with violations of the Labor Code and Wage
15 Orders provided the aggrieved employee file an action on behalf of him or herself and
16 similarly situated current and former employees.

17 93. At all material times, Defendants and DOES 1 through 50 were and/or
18 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
19 Employees’ employer, within the meaning of California Labor Code § 558, who
20 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
21 Labor Code or any provision regulating hours and days of work in any Order of the
22 Industrial Welfare Commission and, as such, are subject to penalties for each
23 underpaid employee as set for in Labor Code § 558.

24 94. As set forth in further detail below, based on the analysis and
25 investigation of the Plaintiffs’ claims, Plaintiffs’ attorneys sent letters to the
26 California Labor and Workforce Development Agency (hereinafter referred to as
27 “LWDA”) and to Defendants informing Defendants of his claims and his intent to
28 pursue litigation.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

95. As to penalty claims under the Labor Code Private Attorney General Act, on **November 5, 2021**, Plaintiffs, *et al.*, via counsel, sent correspondence to the LWDA (via online filing) and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

96. Plaintiffs have sent their written notice to the LWDA and Defendants of the specific sections of the California Labor Code Defendants violated and continue to violate.

97. The LWDA did not serve notice of its intent to assume jurisdiction over the applicable penalty claims nor provide notice as set forth in Labor Code § 2699.3 (a)(2)(A) within the statutory waiting period and therefore Plaintiffs have exhausted their administrative remedies and are entitled to pursue claims and remedies alleged in this Complaint as authorized by the PAGA.

98. The Causes of Action alleged herein are appropriately suited for a Representative Action under the PAGA (Labor Code § 2698, *et seq.*) because:

- a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- b. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against them; and
- c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

FIRST CAUSE OF ACTION

**Individual and Representative Claim for PAGA Penalties
Under California Labor Code §§ 2698, 2699, *et seq.* for
Failure to Pay Local/State Minimum/Regular/Prevailing Wages
in Violation of California Labor Code § 1194, 1197, 1771, 1774, 1776, 1811, and
1815, 1198, and the applicable Industrial Welfare Commission (“IWC”)
Wage Order, and Where applicable the Local Min. Wage Ordinance
(Against all Defendants)**

99. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

100. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, and 1198, it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (“IWC”) Wage Order.

101. During all times relevant, Defendants were required to pay Plaintiffs and other Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages and/or prevailing wages per state law or applicable local law.

102. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs’ employment with Defendants.

103. Pursuant to the applicable Wage Order, “hours worked” include the time during which an employee is “suffered or permitted to work, whether or not required to do so.”

104. Under state and, where appropriate, local law, every employer must pay each nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County Minimum Wage Ordinance (Chap. No. 8.100.010, *et seq.*); Sacramento Minimum Wage Ordinance, etc.)

105. During the proposed Aggrieved Employees Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved

1 Employees minimum/regular wages for all hours suffered or permitted to work in
2 violation of state and/or local law and/or prevailing wage law.

3 106. Labor Code § 1194 subdivision (a) permits an action to recover wages
4 because of the payment of a wage less than the minimum wage “applicable to the
5 employee” including attorneys’ fees, costs, and interest.

6 107. At all material times, Defendants were and/or are Aggrieved
7 Employees’ employers or persons acting on behalf of Aggrieved Employees’
8 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
9 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
10 Labor Code or any provision regulating hours and days of work in any Order of the
11 Industrial Welfare Commission and, as such, are subject to civil penalties for each
12 underpaid employee as set for in Labor Code § 558.

13 108. In committing the violations of state law as herein alleged, Plaintiffs are
14 informed and believe based there upon allege that Defendants have knowingly and
15 willfully refused to perform their obligations to compensate Aggrieved Employees for
16 all wages earned and all hours worked.

17 109. As a direct result, Aggrieved Employees have suffered and continue to
18 suffer, substantial losses related to the use and enjoyment of such compensation,
19 wages, lost interest on such monies and expenses and attorneys’ fees in seeking to
20 compel Defendants to fully perform their obligations under state and/or local law.

21 110. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
22 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
23 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
24 employee per pay period for each subsequent violation in which Defendants violated
25 the minimum wage and/or regular wage provisions of the Labor Code, including but
26 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
27 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is
28 all in an amount to be shown according to proof at trial.

111. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

SECOND CAUSE OF ACTION

Individual and Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Pay State Overtime and/or Double-Time Compensation

in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,

1182.12, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, 1198, and the

Applicable IWC Wage Order

(Against all Defendants)

112. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

113. California law requires an employer to pay each employee for the actual hours worked. (*See* Cal. Labor Code §§ 200, 226.)

114. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

115. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

116. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage.

117. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh

1 consecutive day of work, the employer must compensate the employee at the rate of
2 no less than twice the regular rate of pay for that employee.

3 118. During all times relevant, and pursuant to company policy and/or
4 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
5 Employees to work more than 40 hours per week and/or eight hours in a workday and
6 Defendants did not pay Plaintiff and the Aggrieved Employees all overtime
7 compensation to which they should have received.

8 119. According to § 49.1.1 of the California Division of Labor Standards and
9 Enforcement Policies and Interpretations Manual, “In California, as with the federal
10 FLSA, overtime is computed based on the regular rate of pay. The regular rate of pay
11 includes many different kinds of remuneration, for example: hourly earnings, salary,
12 piecework earnings, commissions, certain bonuses, and the value of meals and
13 lodging.”

14 120. As alleged herein, Defendants failed to pay Aggrieved Employees all
15 overtime to which they had a right to receive.

16 121. In committing the violations of state law as herein alleged, Defendants
17 have knowingly and willfully refused to perform their obligations to compensate
18 Aggrieved Employees for all wages earned and all hours worked.

19 122. At all material times, Defendants were and/or are Aggrieved Employees’
20 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
21 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
22 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
23 regulating hours and days of work in any Order of the Industrial Welfare Commission
24 and, as such, are subject to penalties for each underpaid employee as set for in Labor
25 Code § 558.

26 123. In committing the violations of state law as herein alleged, Defendants
27 have knowingly and willfully refused to perform their obligations to compensate
28 Aggrieved Employees for all wages earned and all hours worked.

124. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

125. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

THIRD CAUSE OF ACTION

**Individual and Representative Claim for PAGA Penalties
Under California Labor Code §§ 2698, 2699, *et seq.* for
Failure to Timely Pay Earned Wages in Violation of California
Labor Code §§ 201, 201.3, 202, 203, 204, 204b,
218.5, 218.6, 256, 1198, and the applicable Wage Order
(Against all Defendants)**

126. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

127. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

128. Pursuant to Labor Code § 201.3, temporary employment agencies must pay temporary employees weekly.

129. Pursuant to Labor Code § 202, "If 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."

1 130. Labor Code § 203 provides, in pertinent part: “If an employer willfully
2 fails to pay, without abatement or reduction, ... any wages of an employee who is
3 discharged or who quits, the wages of the employee shall continue as a penalty from
4 the due date thereof at the same rate until paid or until an action therefore is
5 commenced; but the wages shall not continue for more than 30 days. ...”

6 131. Pursuant to Labor Code § 204, “all wages ... earned by any person in
7 any employment are due and payable twice during each calendar month, on days
8 designated in advance by the employer as the regular paydays.”

9 132. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
10 employee during any calendar week and prior to or on the regular payday shall be
11 paid for not later than the regular payday of the employer for such weekly-paid
12 employee falling during the following calendar week.”

13 133. Defendants did not properly pay Plaintiff and Aggrieved Employees
14 pursuant to the requirements of Labor Code §§ 201, 202, 204 and/or 204b and thereby
15 Plaintiffs seek the unpaid wages.

16 134. To date, Defendants have not paid terminated Aggrieved Employees all
17 earned wages as required by law.

18 135. At all material times, Defendants and DOES 1 through 50 were and/or
19 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
20 Employees’ employer, within the meaning of California Labor Code § 558, who
21 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
22 Labor Code or any provision regulating hours and days of work in any Order of the
23 Industrial Welfare Commission and, as such, are subject to penalties for each
24 underpaid employee as set for in Labor Code § 558.

25 136. In committing the violations of state law as herein alleged, Defendants
26 have knowingly and willfully refused to perform their obligations to compensate
27 Aggrieved Employees for all wages earned and all hours worked.

28 137. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,

1 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
2 period for the initial violation and two hundred (\$200.00) for each aggrieved
3 employee per pay period for each subsequent violation in which Defendants violated
4 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

5 138. As alleged above, Defendants have deprived Plaintiffs and Aggrieved
6 Employees of their rightfully earned wages as a direct and proximate result of
7 Defendants' failure and refusal to pay said compensation and for the reasons alleged
8 in this Complaint

9 139. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs,
10 damages, and other remedies pursuant to the PAGA in an amount to be proven at
11 trial.

12 **FOURTH CAUSE OF ACTION**

13 **Individual and Representative Claim for PAGA Penalties**

14 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

15 **Failure to Comply with the Meal and Rest Break Requirements Under Labor** 16 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

17 (Against all Defendants)

18 140. Plaintiffs re-allege and incorporate by reference the foregoing allegations
19 as though set forth herein.

20 141. Based on the misconduct alleged in this Complaint, Defendants failed to
21 pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and
22 rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

23 142. Because of Defendants' illegal pay practices, said Defendants failed to
24 pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their
25 requirement under California law and, as such, all culpable Defendants are required to
26 pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium
27 wages.

28 143. Defendants also failed to provide Plaintiff, and Aggrieved Employees,

1 legally-compliant meal and rest periods, or compensation in lieu thereof, during their
2 employment by said Defendants.

3 144. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
4 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
5 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
6 pay period for each subsequent violation in which all culpable Defendants violated
7 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
8 an amount to be shown according to proof at trial.

9 145. Wherefore, Plaintiffs request all remedies available to them and to the
10 Aggrieved Employees pursuant to the PAGA.

11 **FIFTH CAUSE OF ACTION**

12 **Individual and Representative Claim for PAGA Penalties**

13 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

14 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

15 **and the applicable IWC Wage Order**

16 (Against all Defendants)

17 146. Plaintiffs re-allege and incorporate by reference the foregoing allegations
18 as though set forth herein.

19 147. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
20 pertinent part, that every employer shall, “semimonthly or at the time of each
21 payment of wages, shall furnish to his or her employees, either as a detachable part of
22 the check, draft, or voucher paying the employee's wages, or separately if wages are
23 paid by personal check or cash, an accurate itemized statement in writing showing (1)
24 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
25 piece-rate units earned and any applicable piece rate if the employee is paid on a
26 piece-rate basis, (4) all deductions, provided that all deductions made on written
27 orders of the employee may be aggregated and shown as one item, (5) net wages
28 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the

1 name of the employee and only the last four digits of his or her social security
2 number..., (8) the name and address of the legal entity that is the employer. . ., and
3 (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee and, beginning July 1,
5 2013, if the employer is a temporary services employer as defined in Section 201.3,
6 the rate of pay and the total hours worked for each temporary services assignment. . .”
7 (Labor Code § 226 subdivision (a).)

8 148. Upon information and belief, during all times relevant to this action,
9 Defendants did not provide accurate wage statements throughout the Aggrieved
10 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
11 and derivative of their unpaid wage claims.

12 149. On numerous occasions, an exact amount by which will be proven at
13 trial, Defendants violated various provisions of § 226, including but not limited to
14 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Plaintiffs and
15 the Aggrieved Employees accurate itemized statement in writing accurately showing
16 gross wages earned, total hours worked by the employee, net wages earned, rates of
17 pay, among other things.

18 150. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
19 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
20 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
21 pay period for each subsequent violation in which all culpable Defendants violated
22 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
23 of the applicable penalty is all in an amount to be shown according to proof at trial.

24 151. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
25 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and
26 costs incurred herein under §§ 226, 226.3, and 226.6 in an amount to be proven at
27 trial.
28

SIXTH CAUSE OF ACTION

**Individual and Representative Claim for PAGA Penalties
For Failure to Maintain Required Records in Violation of California
Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198
(Against All Defendants)**

152. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

153. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

154. Plaintiffs are informed and believe and based thereon alleges that during all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

155. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

156. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

SEVENTH CAUSE OF ACTION

Individual and Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

**Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of
California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

(Against all Defendants)

157. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

158. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

159. California Labor Code § 2804 prohibits waiver of this statutory right.

160. The Plaintiffs and the Aggrieved Employees incurred losses in obedience to the directions of Defendants including but not limited to cell phone expenses.

161. Upon information and belief, Defendants maintained no policy of reimbursement of such expenses, and refused to reimburse said expenses.

162. Defendants required Plaintiffs and Aggrieved Employees to purchase and provide their own equipment, services, and supplies to work for Defendants.

163. As a direct result of Defendants' violations of California Labor Code § 2802, the Plaintiffs and Aggrieved Employees suffered and continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

164. Defendants derived an unjust and inequitable economic benefit in failing to comply with the law regarding indemnification and reimbursement of employees.

165. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation in which all culpable Defendants violated
2 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
3 of the applicable penalty is all in an amount to be shown according to proof at trial.

4 166. For the reasons alleged herein, Plaintiffs seek all available remedies
5 pursuant to the PAGA in an amount to be proven at trial including but not limited to
6 penalties, attorneys' fees, costs, and interest pursuant to law.

7 **EIGHTH CAUSE OF ACTION**

8 **Individual and Representative Claim for PAGA Penalties**

9 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

10 **Individual and Representative Claim for PAGA Penalties and Wage**

11 **Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California**

12 **Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,**
13 **203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**
14 **of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2,**
15 **230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c)**
16 **of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of**
17 **Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602,**
18 **603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,**
19 **1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage**
20 **Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293,**
21 **1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,**
22 **1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section**
23 **1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,**
24 **1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651,**
25 **and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806,**
26 **and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and**
27 **6399.7 and the Applicable Wage Order**

28 **(Against all Defendants)**

1 167. Plaintiffs re-allege and incorporate by reference the foregoing allegations
2 as though set forth herein.

3 168. This claim is also premised on Plaintiffs' right to pursue all Labor Code
4 claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services*
5 *USA, Inc.* (2018) 23 Cal.App.5th 745.

6 169. Plaintiffs have sent their written notice to the LWDA and Defendants of
7 the specific sections of the California Labor Code Defendants violated and continue
8 to violate.

9 170. Plaintiffs will file an amended complaint once they have exhausted their
10 administrative remedies and are entitled to pursue claims and remedies as authorized
11 by PAGA.

12 171. Pursuant to Labor Code § 2699, any provision of the Labor Code that
13 provides for a civil penalty to be assessed and collected by the LWDA or any of its
14 departments, divisions, commissions, boards, agencies or employees for violation of
15 the code may, as an alternative, be recovered through a civil action brought by an
16 aggrieved employee on behalf of himself or herself and other current or former
17 employees pursuant to the procedures specified in Labor Code § 2699.3.

18 172. Plaintiffs are informed and believe, and based thereon allege, that
19 because of the acts alleged above and Defendants' violations of the Labor Code
20 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§
21 2698 and 2699.

22 173. Plaintiffs are "aggrieved employees" because Plaintiffs were employed
23 by the alleged violator and had one or more of the alleged violations committed
24 against Plaintiffs, and therefore are properly suited to represent the interests of other
25 current and former Represented Employees.

26 174. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
27 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,
28 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,

subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

175. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

176. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as permitted by law.

177. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover

1 attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other
2 current and former Represented Employees as alleged herein in an amount to be
3 shown according to proof at trial and within the jurisdictional limits of this Court.

4 **NINTH CAUSE OF ACTION**

5 **Individual and Representative Claim for PAGA Penalties**
6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
7 **Failure to Provide Seating in Violation of**
8 **California Labor Code 1198, and the Applicable Wage Order**
9 (Against all Defendants)

10 178. Plaintiffs re-allege and incorporate by reference the foregoing allegations
11 as though set forth herein.

12 179. California Labor Code § 1198 makes it illegal to employ an employee
13 under conditions of labor that are prohibited by the applicable wage order.

14 180. California Labor Code § 1198 requires that "... the standard conditions
15 of labor fixed by the commission shall be the ... standard conditions of labor for
16 employees. The employment of any employee ... under conditions of labor
17 prohibited by the order is unlawful."

18 181. The applicable wage order provides that "[a]ll working employees shall
19 be provided with suitable seats when the nature of the work reasonably permits the
20 use of seats."

21 182. The applicable wage order also provides that "[w]hen employees are not
22 engaged in the active duties of their employment and the nature of the work requires
23 standing, an adequate number of suitable seats shall be placed in reasonable proximity
24 to the work area and employees shall be permitted to use such seats when it does not
25 interfere with the performance of their duties."

26 183. The nature of Plaintiffs' job duties permitted them to be seated.

27 184. As one example, many Aggrieved Employees, including Plaintiff,
28 worked on the night shift, when the children in their care were sleeping.

1 185. Aggrieved Employees on the night shift required to watch the sleeping
2 children were more than able to perform their duties while seated.

3 186. Additionally, many Aggrieved Employees who worked in the day shift
4 could perform their duties while seated.

5 187. Furthermore, for Aggrieved Employees whose work duties occasionally
6 required standing, there was not an adequate number of suitable seats in reasonable
7 proximity to the work area to permit employees to use such seats when doing so
8 would not interfere with the performance of their duties.

9 188. Defendants violated California Labor Code § 1198 and the applicable
10 wage order because Defendants did not permit Plaintiffs to sit, even if they were not
11 engaged in active duties.

12 189. Defendants did not permit Plaintiffs to sit, even when it would not
13 interfere with the performance of their duties, nor were they provided with suitable
14 seats.

15 190. Pursuant to the civil penalties provided for in California Labor Code §§
16 2699 (f) and (g), Defendants are liable for civil penalties of one hundred dollars
17 (\$100) for each aggrieved employee per pay period for the initial violation and two
18 hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation, plus costs and attorneys' fees for violation of California Labor
20 Code § 1198.

21 **TENTH CAUSE OF ACTION**

22 **Individual Claims for**

23 **Violations of the California Investigative Consumer** 24 **Reporting Agencies Act (Civ. Code, § 1786, *et seq.*)**

25 (Against Defendants HEALTHCARE

26 SUPPORT STAFFING, INC. and DOES 1-50)

27 191. Plaintiffs re-allege and incorporate by reference the foregoing allegations
28 as though set forth herein.

1 192. Pursuant to California Civ. Code § 1786, *et seq.*, it is presumptively
2 unlawful for a consumer reporting agency to furnish an investigative consumer report
3 for employment purposes.

4 193. The ICRAA requires that, before procuring a consumer report on an
5 individual for employment purposes, the employer must comply with all the
6 following:

7 ***

8 (A) The person procuring or causing the report to be made has a
 permissible purpose, as defined in Civ. Code § 1786.12.

9 (B) The person procuring or causing the report to be made provides a clear
10 and conspicuous disclosure in writing to the consumer at any time
 before the report is procured or caused to be made in a document that
 consists solely of the disclosure, that:

11 (i) An investigative consumer report may be obtained.

12 (ii) The permissible purpose of the report is identified.

13 (iii) The disclosure may include information on the consumer's
 character, general reputation, personal characteristics, and mode of living.

14 (iv) Identifies the name, address, and telephone number of the
 investigative consumer reporting agency conducting the investigation.

15 (v) Notifies the consumer in writing of the nature and scope of the
 investigation requested, including a summary of the provisions of Civ.
16 Code § 1786.22.

17 (vi) Notifies the consumer of the Internet Web site address of the
 investigative consumer reporting agency identified in clause (v), or, if the
18 agency has no Internet Web site address, the telephone number of the
 agency, where the consumer may find information about the investigative
19 reporting agency's privacy practices, including whether the consumer's
 personal information will be sent outside the United States or its territories
20 and information that complies with subdivision (d) of Civ. Code §
 1786.20. This clause shall become operative on January 1, 2012.

21 (Civ. Code § 1786.16, subd. (a)(2)(B).)

22 194. Plaintiff alleges Defendants violated Civ. Code § 1786.16 because the
23 disclosure form Defendant required Plaintiff to sign failed to comply with Civ. Code
24 § 1786.16, *et seq.* for the reasons specified in this Complaint and according to proof at
25 trial. (See **Ex. 1**.)

26 195. Plaintiff also alleges Defendants violated the other aspects of the ICRAA
27 as alleged above.

28 196. With respect to each of the aforementioned violations of the ICRAA

1 provisions and pursuant to Civ. Code § 1786.50(a)(1), Plaintiff seeks to recover
2 statutory damages in the amount not less than \$10,000 for each violation due to
3 Defendants' failure to comply with the requirements imposed by Civ. Code §
4 1786.16, all in an amount to be proven at trial.

5 197. As to this Cause of Action for violation of the ICRAA, Plaintiff seeks
6 recovery costs of suit with reasonable attorneys' fees in an amount as the Court may
7 allow, but not to exceed \$30,000 in the aggregate for all violations, remedies, claims,
8 costs, and attorneys' fees recovered included as to this cause of action.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

11 **On the First through Ninth Causes of Action:**

- 12 1. That the Court find that Defendants' violations as described above were and
13 are willful;
- 14 2. For all remedies available to Plaintiff under the applicable Industrial Welfare
15 Commission Order including but not limited to Wage Order Numbers 4-2001,
16 5-2001, 15-2001, and the Labor Code via § 2698, *et seq.* including an award
17 of attorneys' fees, costs, interest, liquidated damages, damages, and penalties
18 according to proof to the extent permitted by law;
- 19 3. For maximum civil penalties available under the Labor Code and applicable
20 Wage Order as described more particularly in this Complaint, representative
21 PAGA claims as set forth in Labor Code § 558;
- 22 4. That Plaintiff and/or Aggrieved Employees be awarded reasonable attorneys'
23 fees where available by law, including but not limited to pursuant to Labor
24 Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or other
25 applicable laws; and
- 26 5. For such other and further relief as this Court may deem proper and just.

27 **On the Tenth Cause of Action:**

- 28 1. Pursuant to Civ. Code § 1786.50, an award of statutory damages to

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Plaintiff in the amount of \$10,000 for each violation;

2. For an order declaring that Defendants violated the rights of Plaintiff under the ICRAA;

3. For an award of costs of suit incurred, including expenses and reasonable attorneys’ fees and costs allowed under all applicable provisions of law;

4. For prejudgment and post judgment interest on all due amounts under the ICRAA and Civil Code §§ 3287, 3288, 3289 and any other applicable statutes; and

5. For such other and further relief as the Court deems proper.

Dated: January 31, 2022

Law Office of Thomas D.
Rutledge

By: Thomas D. Rutledge
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

Exhibit 1

Acknowledgment and Authorization of Background Check

By signing below, I authorize Healthcare Support ("Employer") to obtain "consumer reports" and/or "investigative consumer reports" during the application process or during the course of employment/membership/volunteer duty, to the extent permitted by law. Healthcare Support may disclose your background check and the information in it to third parties in conjunction with your assignment(s) or proposed assignment(s) to them.

You have the right, upon written request made within a reasonable amount time after the receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report by contacting Crimcheck.com 150 Pearl Rd, Brunswick, OH 44212 [1-877-992-4325].

Signature



Full Name Rebecca Jesusa Flores

Drawn Signature:



Typed Signature:

Rebecca Jesusa Flores

User's IP Address:

174.238.10.91

Applicant Link Request ID:

1863806

Applicant Provided Name

Rebecca Flores

Create Date:

04/21/2021

California Candidate Disclosure For The Procurement Of Investigative Consumer Reports

Healthcare Support ("the Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for employment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics, and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to, obtaining a criminal record report, verifying references, work history, your educational achievements, licensure and certifications, obtaining your driving record and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Crimcheck 150 Pearl Rd, Brunswick, OH . The source of any credit report will be Crimcheck 150 Pearl Rd, Brunswick, OH [1-877-992-4325]. Information regarding Crimcheck's privacy practices (including information about whether any consumer personal information will be sent outside the U.S. or its territories) may be found at www.crimcheck.net.

The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and upon reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you which is required to be provided by the California Civil Code and will be provided to you via telephone, if you have made a written request with proper identification for telephone disclosure and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.

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Crimcheck Welcome Screen

You are entering this site in order to receive certain information related to an organization's plans to conduct a background check on you, and to provide your consent for such a background check.

Our goal is to make the background check consent process as easy as possible! Below is a summary of the documents you will be presented with during this process. You will have the ability to print forms after all steps have been completed. You will also be given the opportunity to order a free copy of the completed background check report.

Please do not hesitate to call us at the phone number above if you are unable to complete the process electronically, if you need an accommodation, or if you have any other questions.

The following documents will be presented to you during this background screening consent process:

1. **Electronic Signature Acceptance:** You will provide your consent to sign documents electronically.
2. **Governmental Notice:** If your background screening falls under the laws of the Fair Credit Reporting Act, you will receive a governmental document that provides an explanation of your rights under the federal background screening law called the Fair Credit Reporting Act.
3. **Disclosure:** You will receive a description of the type of background check to be performed on you.
4. **State Notices:** You will receive certain state law notices about the background check to be conducted on you.
5. **Authorization Form:** You will provide your authorization for a background check to be conducted on you.
6. **Required Personal Information:** You will provide certain identifying information about you that will enable a background check to be conducted.
7. **Confirmation Page:** You will receive confirmation that that you have submitted the necessary information and be given a chance to print certain important documents related to the background check.

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Disclosure of background check to be conducted on you

In connection with your application and/or employment/membership/volunteer duty with Healthcare Support ("Employer") this notice is provided to inform you that a "consumer report" and/or "Investigative consumer report", as defined by the Fair Credit Reporting Act, may be obtained from a consumer reporting agency for employment purposes. These types of reports may include information as to your character, general reputation, personal characteristics and mode of living, whichever are applicable. The report(s) may also contain information about you relating to your criminal history, credit history, driving and/or motor vehicle records, verification of your education or employment history and other background checks. They may involve interviews with sources such as your neighbors, friends or associates.

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Electronic Signature Acceptance

During this background screening consent process, you will be asked to provide an "electronic signature" rather than a handwritten signature. By clicking "next" on this page and continuing in the process, you are agreeing that your electronic signature should be treated in the same manner as your handwritten signature.

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State Required Notices

Minnesota applicants or employees only: You have the right, upon written request to Crimcheck, to receive a complete and accurate disclosure of the nature and scope of any consumer report. Crimcheck, Inc. must make this disclosure within five days of receipt of your request or of Employer's request for the report, whichever is later. Please check the box below if you would like to receive a copy of a consumer report if one is obtained by Employer.

Massachusetts applicants or employees only: You have the right to inspect and promptly receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency, Crimcheck, Inc., directly.

Oklahoma applicants or employees only: Please check the box below if you would like to receive a copy of a consumer report if one is obtained by Employer.

New York applicants or employees only: You have the right, upon request, to be informed of whether or not a consumer report was requested from a consumer reporting agency by contacting the consumer reporting agency, Crimcheck. If a consumer report is requested, you will again be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting Crimcheck. By continuing, you acknowledge receipt of Article 23-A of the New York Correction Law. A Summary of Rights Pursuant to NY Gen. Bus Law Under the New York Consumer Reporting Statutes, available by clicking [here](#).

Washington State applicants or employees only: You have the right to receive a complete and accurate disclosure of the nature and scope of any investigative consumer report as well as a written summary of your rights and remedies under Washington law. By continuing, you acknowledge receipt of 'A Summary of Rights Under Washington's Fair Credit Reporting Act', available by clicking [here](#).

California applicants or employees only: By continuing, you acknowledge receipt of A Summary of Your Rights Under the Provisions of California Civil Code Section 1786.22, available by clicking [here](#). Please check the box below if you would like to receive a copy of an investigative consumer report at no charge if one is obtained by the Company whenever you have a right to receive such a copy under California law.

Maryland applicants or employees only: By continuing, you acknowledge receipt of "A Summary of Rights Under Maryland Consumer Credit Reporting Act", available by clicking [here](#).

Texas applicants or employees only: By continuing, you acknowledge receipt of "A Summary of Rights Under the Texas Business and Commerce Code", available by clicking [here](#).

Nevada applicants or employees only: By continuing, you acknowledge receipt of "A Summary of Your Rights Under The Nevada Consumer Reporting Statutes", available by clicking [here](#).

New Jersey applicants or employees only: By continuing, you acknowledge receipt of "A Summary of Your Rights Under New Jersey's Fair Credit Reporting Act", available by clicking [here](#).

Georgia notice: By your signature, you authorize The Georgia Crime Information Center (GCIC) to search Georgia Criminal Records under Purpose Code W (if applicable to your background check).

Crimcheck
150 Pearl Rd Brunswick, OH 44212
Toll Free 1-877-992-4325
<http://www.crimcheck.net>

Request a Copy of Your Report

(OPTIONAL) Background Check Report By checking this box, I request a free emailed copy of the background check report when it is complete

User's IP Address:

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A Summary of Your Rights Under the Fair Credit Reporting Act

Para información en español, visite www.consumerfinance.gov/learnmore o escriba a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

The following FCRA right applies with respect to nationwide consumer reporting agencies:

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

You have a right to place a "security freeze" on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

Consumer Financial Protection Bureau
1700 G Street NW Washington, DC 20552

1.b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue, N.W.
Washington, DC 20580
(877) 382-4357

2. To the extent not included in Item 1 above:
a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

Office of the Comptroller of the Currency
Customer Assistance Group
1301 McKinney Street, Suite 3450
Houston, TX 77010-9050

2.b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

Federal Reserve Consumer Help Center
P.O. Box 1200
Minneapolis, MN 55480

2.c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

FDIC Consumer Response Center
1100 Walnut Street, Box #11
Kansas City, MO 64106

2.d. Federal Credit Unions

National Credit Union Administration
Office of Consumer Financial Protection (OCCFP)
Division of Consumer Compliance Policy and Outreach
1775 Duke Street
Alexandria, VA 22314

3. Air carriers

Asst. General Counsel for Aviation Enforcement & Proceedings
Aviation Consumer Protection Division
Department of Transportation
1200 New Jersey Avenue, S.E.
Washington, DC 20590

4. Creditors Subject to Surface Transportation Board

Office of Proceedings, Surface Transportation Board

Department of Transportation
395 E Street
S.W. Washington, DC 20423

6. Creditors Subject to Packers and Stockyards Act

Nearest Packers and Stockyards Administration area supervisor

6. Small Business Investment Companies

Associate Deputy Administrator for Capital Access
United States Small Business Administration
408 Third Street, S.W., Suite 8200
Washington, DC 20416

7. Brokers and Dealers

Securities and Exchange Commission
100 F St NE Washington, DC 20549

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue, N.W
Washington, DC 20580
(877) 382-4357

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