

Thomas A. Kearney, State Bar No. 90045
 Prescott W. Littlefield, State Bar No. 259049
 Andrew J. Kearney, State Bar No. 323867
 KEARNEY LITTLEFIELD, LLP
 3051 Foothill Blvd., Ste. B
 La Crescenta, CA 91214
 Telephone (213) 473-1900
 Facsimile (213) 473-1919
 tak@kearneylittlefield.com
 pwl@kearneylittlefield.com
 ajk@kearneylittlefield.com

Brandon Littlefield, State Bar No. 299153
LITTLEFIELD LAW
 450 N. Brand Blvd., Ste. 600
 Glendale, CA 91203
 brandon@littlefieldlawpractice.com

Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

ANDREA RAZURI, an individual,
 on behalf of herself, and all others similarly
 situated,

Plaintiff,

vs.

STEPHEN GEORGE, an individual, and DOES
 1 through 50, inclusive

Defendants.

CASE NO. 22STCV12929

COMPLAINT FOR:

**1) Violations Of California Labor
 Code Section 2698 *Et Seq.***

1 Plaintiff Andrea Razuri (“Plaintiff”), in her representative capacity complains and alleges
2 as follows:

3 **INTRODUCTION**

4 1. Plaintiff was employed by Amazing Brands, Inc., a company owned and operated
5 by Stephen George (“Defendant”). On March 28, 2022, Amazing Brands, Inc., filed for
6 bankruptcy under Chapter 7 of the United States Bankruptcy Code. Plaintiff brings this action
7 against Defendant, and not Amazing Brands, Inc., pursuant to the Private Attorneys General Act
8 of 2004 (“PAGA”), California Labor Code § 2698 *et seq.* on a representative basis. All current
9 and former non-exempt employees of Amazing Brands are aggrieved employees (“Employees”).
10 The Employees were classified, albeit incorrectly, as independent contractors.

11 2. The California Labor Code requires employers to provide its employees, among
12 other things, itemized wage statements, minimum and overtime wages, and prompt payment of
13 wages upon termination. Amazing Brands failed to provide Plaintiff with any of the foregoing.

14 3. Amazing Brands failed to pay overtime wages of one and one half of Plaintiff’s
15 hourly wage for all hours worked over 8 hours in a day or 40 hours in a week.

16 4. Amazing Brands failed to provide Plaintiff with accurate wage statements
17 indicating all hours worked and the applicable hourly rate.

18 5. Amazing Brands failed to pay wages for all time worked.

19 6. Amazing Brands failed to provide paid sick leave.

20 7. Amazing Brands failed to keep and maintain accurate employee records,
21 including payroll and time records.

22 8. As Plaintiff is no longer employed by Amazing Brands, Amazing Brands has
23 continuously failed to pay Plaintiff all wages owed and due.

24 9. Plaintiff, in her representative capacity, seeks civil penalties against Defendant on
25 behalf of herself and other aggrieved employees pursuant to PAGA.

26 10. Under California’s Labor Code, any employer or other person acting on behalf of
27 an employer, who violates, or causes to be violated, any provision regulating minimum wages or
28 hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes

1 to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
2 employer for such violation. This applies to natural persons who are the owners, directors,
3 officers, or managing agents of the employer. Defendant meets this definition with respect to
4 Amazing Brands.

5 11. Moreover, it is unlawful for any person to willfully misclassify an individual as an
6 independent contractor in the State of California.

7 ALLEGATIONS

8 12. On February 11, 2022, Plaintiff electronically filed a complaint with the Labor
9 and Workforce Development Agency ("LWDA"), case number LWDA-CM-867907-22, paid the
10 statutory fee to the LWDA and sent a letter via certified mail to Defendant informing him of
11 Plaintiff's complaints alleged herein. Plaintiff has not received notice of any attempts to cure by
12 Defendant. Attached hereto as **Exhibit 'A'** is a true and correct copy of the email Confirmation
13 of Submission of Initial PAGA Notice submitted to the LWDA on February 11, 2022.

14 13. The LWDA did not provide notice of its intention to investigate Defendant's
15 alleged violations by April 17, 2022 – or sixty-five days after notice – and Defendant did not
16 provide any notice of their intent to cure the alleged violations.

17 14. Amazing Brands employed individuals throughout the State of California during
18 the applicable statute of limitations. Specifically, Amazing Brands paid Employees to purchase
19 products from online retailers that have contracted with Amazing Brands ("Amazing Brands"),
20 located at 8424A Santa Monica Blvd., West Hollywood, CA 90069. At Amazing Brands,
21 Employees were expected to purchase products from a list of online retailers that hired Amazing
22 Brands. Employees were to write and publish favorable online reviews for a list of products to
23 be purchased at each online retailer client's website, for which the Employees would receive full
24 reimbursement of the product only after successful completion of their work.

25 15. Amazing Brands and Defendant intentionally misclassified Employees as
26 independent contractors. Amazing Brands and Defendant did not have Employees fill out IRS
27 Form W2's for their employment, did not withhold taxes, or perform any other normal payroll
28 activities. Indeed, Amazing Brands paid employees in goods – namely, it reimbursed them for

1 the products they purchased. Unfortunately for Employees, without warning or forewarning,
2 Amazing Brands and Defendant stopped providing these reimbursements, leaving Employees
3 collectively with thousands of dollars in unreimbursed, out-of-pocket losses.

4 16. Employees were not paid all wages owed to them and were therefore not paid all
5 wages at the time required by the Labor Code. They were also not provided with meal and rest
6 periods and did not receive premium pay as required by the Labor Code. Defendant only
7 provided Employees with reimbursement of the products they purchased and did not pay any
8 wages nor did Defendant provide Employees a “wage statement.” Reimbursements were made
9 suing various digital platforms including PayPal and Stripe. Employees were not provided paid
10 sick leave.

11 17. Defendant established Amazing Brands’ practices and policies, including those
12 complained of, and continues to oversee and direct business operations. Defendant referred to
13 Amazing Brands as his “own little project,” and was the company’s CEO, secretary, CFO, and
14 agent for service of process.

15 18. Despite classifying Employees as independent contractors, Employees were not:

16 (A) Free from control or direction from Amazing Brands and Defendant in the
17 performance of Employees’ work. Defendant and Amazing Brands controlled access to the
18 workplace via an application. Employees were provided specific products to purchase and write
19 positive comments on, and Employees had to submit proof of task completion to be reimbursed
20 for the product. Employees were also precluded from returning the products after receiving
21 reimbursement.

22 (B) Employees were not performing work that is outside of Amazing Brands’s
23 business as it is in the business of purchasing products from online retailers and providing online
24 product reviews for those products, and Employees’ only job duties were to purchase and review
25 products from online retailers that had contracted with Defendant for such services.

26 (C) Employees were not engaged in an independently established trade, occupation or
27 business of the same nature as the work they performed for Amazing Brands. Content
28 generation companies and companies that sell reviews employ employees to write such reviews.

1 Employees' jobs were nothing more than writing the reviews the company required. Employees
2 did not hold any separate business licensing or registrations to enable them to create online
3 reviews.

4 19. Employees were not provided any wage statements and were never paid any
5 wages other than receiving reimbursement for some, not all, of the products they purchased.

6 20. Employees are entitled to sick leave under California Labor Code section 246.
7 Defendants did not provide sick leave and Employees' were not provided paychecks that
8 included statements regarding accrued sick leave as required by the Healthy Workplaces,
9 Healthy Families Act of 2014.

10 **JURISDICTION AND VENUE**

11 21. This Court has jurisdiction over Plaintiff's claims for damages and for civil
12 penalties under PAGA. Venue is proper in this judicial district pursuant to California Code of
13 Civil Procedure section 395(a) as Plaintiff resides in the County of Los Angeles.

14 22. The amount in controversy exceeds the jurisdictional minimum of this Court.

15 **III.**

16 **PARTY ALLEGATIONS**

17 **A. Plaintiff Andrea Razuri**

18 23. At all times at issue herein, Plaintiff was a resident of Los Angeles County,
19 California. Plaintiff was employed by Defendant in Los Angeles County, California during the
20 one-year period preceding the filing on this Complaint.

21 **B. Defendant Stephen George**

22 24. Plaintiff is informed and believes, and on that basis alleges, Defendant George is
23 an officer or director of Amazing Brands Inc. and was primarily responsible for creating the
24 policies and procedures at issue in this Complaint. Plaintiff is further informed and believes that
25 Defendant is a citizen of the State of California and resides in the County of Los Angeles.

26 **C. Doe Defendants**

27 25. Except as described herein, Plaintiff is ignorant of the true names of Defendants
28 sued as DOES 1 through 50, inclusive, and the nature of their wrongful conduct, and therefore

sues these DOE Defendants by such fictitious names. Plaintiff will seek leave of the Court to amend this complaint to allege their true names and capacities when ascertained.

D. **Agency/Aiding And Abetting**

26. At all times herein mentioned, Defendants, and each of them, were agents or joint venturers of each of the other Defendants, and in doing the acts alleged herein, were acting within the course and scope of such agency. Each Defendant had actual and/or constructive knowledge of the acts of each of the other Defendants, and ratified, approved, joined in, acquiesced and/or authorized the wrongful acts of each co-Defendant, and/or retained the benefits of said wrongful acts.

27. Defendants, and each of them, aided and abetted, encouraged and rendered substantial assistance to the other Defendants in breaching their obligations to Plaintiff and aggrieved Employees, as alleged herein. In taking action, as particularized herein, to aid and abet and substantially assist the commissions of these wrongful acts and other wrongdoings complained of, each of the Defendants acted with an awareness of his/her/its primary wrongdoing and realized that his/her/its conduct would substantially assist the accomplishment of the wrongful conduct, wrongful goals, and wrongdoing.

28. Under California Labor Code section 558.1, “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Moreover, “term ‘other person acting on behalf of an employer’ is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.” Defendant is an “other person acting on behalf of an employer,” as defined by the Labor Code, and is liable under Labor Code 558.1 for all violations alleged herein as the employer.

///

///

1 **FIRST CAUSE OF ACTION**

2 **Private Attorneys General Act (“PAGA”)**
3 **On Behalf of Plaintiff and all other aggrieved employees, against Defendant**
4 **and DOES 1-50**
5 **(Violation of California Labor Code § 2698 *et seq.*)**

6 29. Plaintiff is an “aggrieved employee” under PAGA, as she was employed by
7 Amazing Brands during the applicable statutory period and suffered one or more of the Labor
8 Code violations set forth herein. Accordingly, she seeks to recover on behalf of herself and all
9 other current and former aggrieved employees of Amazing Brands, the civil penalties provided
10 by PAGA, plus reasonable attorneys’ fees and costs.

11 30. Plaintiff seeks to recover the PAGA civil penalties through a representative action
12 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
13 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

14 31. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following
15 Labor Code provisions:

- 16 a) § 201 (duty to pay all wages earned at time of discharge);
- 17 b) § 202 (duty to pay all wages earned within 72 hours of resignation);
- 18 c) § 204 (duty to pay wages earned within prescribed time limit);
- 19 d) § 208 (duty to pay final wages to discharged employee at place of
20 discharge or resigning employee at office in county where employee performed labor)
- 21 e) § 226(a) (duty to provide accurate wage statements at time of each wage
22 payment);
- 23 f) § 226.6 (duty for employer and all officers, agents, employees, etc., to
24 refrain from knowingly and intentionally violating any provision of section 226);
- 25 g) § 226.7 (duty to provide meal and rest periods as mandated by the IWC,
26 obligation to pay meal- and rest-period premium pay);
- 27 h) § 226.8 (willful misclassification of employees as independent
28 contractors);
- i) § 246 (duty to provide paid sick leave to employees);

1 j) § 558 (individual liability for violation of sections 500-556 or any
2 provision of any IWC wage order);
3 k) § 1174 (duty to keep payroll and time records);
4 l) § 1182.12 (establishing minimum wage for all industries);
5 m) § 1194 (duty to pay minimum wage for all hours worked despite an
6 agreement to the contrary);
7 n) § 1197 (duty to pay minimum wages set by IWC);
8 o) § 1198 (duty to abide by standard conditions of labor fixed by the IWC);
9 p) All related terms, conditions, and labor standards and conditions set forth
10 in the California Labor Code and the relevant orders of the IWC, including but not limited to
11 Wage Order 5-2001.

12 32. With respect to violations of Labor Code section 202, under Labor Code section
13 203 liability for wages continues as a penalty from date of violation of sections 201 or 202.

14 33. With respect to violations of Labor Code section 201, 204 and 1197, Labor Code
15 section 210 imposes a civil penalty of \$100 per pay period, per aggrieved employee for initial
16 violations, and \$200 per pay period, per aggrieved employee for subsequent violations.

17 34. With respect to violations of Labor Code section 226, Labor Code 226.3 imposes
18 a civil penalty in addition to any other penalty provided by law of \$250 per aggrieved employee
19 for the first violation, and \$1,000 per aggrieved employee for each subsequent violation of Labor
20 Code section 226(a).

21 35. With respect to violations of Labor Code section 226(a), Labor Code section
22 226.3 imposes a civil penalty in in the amount of two hundred fifty dollars (\$250) per employee
23 per violation in an initial citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the records required in subdivision (a) of Section 226.

25 36. With respect to a pattern or practice of violations of Labor Code section 226.8,
26 Labor Code section 226.8(c) imposes a civil penalty of not less than ten thousand dollars
27 (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each violation, in
28 addition to any other penalties or fines permitted by law.

37. With respect to violations of Labor Code section 1174, Labor Code section 1174.5 imposes a civil penalty of five hundred dollars (\$500).

38. Labor Code section 2699 et seq. imposes a civil penalty of \$100 per pay period, per aggrieved employee for initial violations, and \$200 per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

39. To the extent applicable, Plaintiff has satisfied the requirements of Labor Code section 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself individually and all aggrieved employees,
prays for the following judgment against Defendant:

A. That the Court find that Defendants have violated Labor Code §§ 201, 202, 203, 204, 208, 226, 246, 510, 1174, 1194, 1197, 1198 and all applicable IWC Wage Orders, including but not limited to Wage Order 5-2001;

B. An award of civil penalties pursuant to PAGA;

C. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §§ 226, 1194, 2699(g) and/or other applicable law; and

D. Such other and further relief that the Court may deem just and proper.

Dated: April 18, 2022

KEARNEY LITTLEFIELD, LLP

By: Andrew Kearney
Andrew J. Kearney

Exhibit A

Andrew Kearney

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, February 11, 2022 3:21 PM
To: Andrew Kearney
Subject: Thank you for submission of your PAGA Case.

2/11/2022

LWDA Case No. LWDA-CM-867907-22
Law Firm : Kearney Littlefield LLP
Plaintiff Name : Andrea Razuri
Employer: Amazing Brands, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)



KEARNEY LITTLEFIELD LLP

PRESCOTT W. LITTLEFIELD
pwl@kearneylittlefield.com

3051 FOOTHILL BLVD., SUITE B
LA CRESCENTA, CA 91214
TEL: (213) 473-1900
FAX: (213) 473-1919

February 11, 2022

Via Online Submission Only

Labor & Workforce Development Agency
Attention: 2699 Claims
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Labor & Workforce Development Agency
Attention: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Via Certified Mail, Return Receipt Requested

Stephen George
8424A Santa Monica Blvd., #228
West Hollywood, CA 90069

AMAZING BRANDS, INC.
c/o Stephen George
8424A Santa Monica Blvd, #228
West Hollywood, CA 90069

Re: Notice of Labor Code Violations and Demand Pursuant to California Labor Code § 2699 et. seq.

Dear Labor & Workforce Development Agency:

My office represents Andrea Razuri and other employees who are similarly situated (the, "Employees"), on whose behalf my client is pursuing claims for Labor Code violations against her former employer, AMAZING BRANDS, INC. a Delaware corporation (formerly known as SURKUS, INC.) and its owner, Stephen George (Hereinafter collectively referred to as "Employer"). Under the Labor Code Private Attorney's General Act of 2004 ("PAGA"), the purpose of this letter is to satisfy the requirements of Labor Code section 2699.3 and all other applicable notice and exhaustion requirements.

Our investigation has revealed that the Employer has violated and/or is liable under numerous provisions of California law with respect to the Employees, including but not limited to the following sections of the California Labor Code and other minimum standards and conditions of Employment as follows:

- § 201 (duty to pay all wages earned at time of discharge)
- § 202 (duty to pay all wages earned within 72 hours of resignation)
- § 203 (liability for wages continues as penalty from date of violation of sections 201 or 202 (waiting-time penalty))
- § 204 (duty to pay wages earned within prescribed time limit)
- § 208 (duty to pay final wages to discharged employee at place of discharge or resigning employee at office in county where employee performed labor)
- § 210 (civil penalty for violations of sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5)
- § 226(a) (duty to provide accurate wage statements at time of each wage payment)
- § 226.3 (civil penalty for violation of 226(a))
- § 226.6 (duty for employer and all officers, agents, employees, etc., to refrain from knowingly and intentionally violating any provision of section 226)
- § 226.7 (duty to provide meal and rest periods as mandated by the IWC, obligation to pay meal- and rest-period premium pay)
- § 226.8 (willful misclassification of employees as independent contractors)
- § 246 (duty to provide paid sick leave to employees)
- § 558 (individual liability for violation of sections 500-556 or any provision of any IWC wage order)
- § 1174 (duty to keep payroll and time records)
- § 1174.5 (civil penalty for failure to keep and maintain accurate records)
- § 1182.12 (establishing minimum wage for all industries)
- § 1194 (duty to pay minimum wage for all hours worked despite an agreement to the contrary)
- § 1194.2 (employee entitled to liquidated damages for employer's failure to pay minimum wages)
- § 1197 (duty to pay minimum wages set by IWC)
- § 1197.1 (civil penalties and restitution against any employee or person who pays or causes to be paid less than minimum wage to an employee)
- § 1198 (duty to abide by standard conditions of labor fixed by the IWC)
- All related terms, conditions, and labor standards and conditions set forth in the California Labor Code and the relevant orders of the IWC, including but not limited to Wage Order 5-2001.

The following is the general factual background giving rise to these violations:

Employees worked for Employer for at least some time in the last year. Employer's business model was based on creating positive online content for its clients by, among other things, increasing positive online reviews for its clients. Employer employed Employees to create this online content. Employees' job duties included, but were not limited to, purchasing

products from Employer's clients, using the product, publishing a review of the product and then submitting proof of task completion to Employer. Owner George often times referred to the relationship as providing "content" for Employer's clients. Employees were rarely compensated for their time in actual currency. Rather, Employer typically provided Employees with reimbursements for the exact amount spent on purchasing the product for review and the Employee could keep the product – i.e. Employer "paid" its Employees in goods. Employer did not provide Employees with any form of wage statement. Rather, Employer reimbursed Employees through various digital payment platforms, including PayPal and Stripe. There was never a paystub associated with the payments.

In addition, in violation of California Labor Code section 226.8, Employer misclassified Employees as independent contractors. Employer never had employees complete a W2, Employer never withheld taxes or respected other formalities to protect Employees. Eventually, Employer stopped reimbursing Employees when requests for reimbursement were made by the Employees. Employees were left suffering financial loss when they were not reimbursed for their reasonable business expenses. Employer cannot show that its Employees were independent contractors rather than Employees.

Owner George is liable alongside Employer because George established, approved, and implemented Employer's practices and policies, including those identified above, and was directly responsible for these business decisions. George has referred to the company as his "...own little project..." George is listed on the California Secretary of State filing as the Company's Chief Executive Officer, Secretary, Chief financial Officer and Agent for Service of Process.

Employees were neither free from the control nor direction of Employer in the performance of their work. Employer controlled access to the workplace via their application. Employees were expected to purchase products listed on the Employers application, use the product, publish a review of the product and then submit proof of task completion to Employer. Employees were not allowed to do as they wish with the product after reimbursement, because they were forbidden from returning the products.

Employees were not performing work that is outside Employer's business. Employer's clients bought reviews and other online content; that is what Employer was selling and Employee were producing. Employer is in the business of selling "content" to its clients. Employees were hired to provide this very service to Employer's clients.

Employees were not engaged in an independently established trade, occupation, or business of the same nature as the work performed for the Employer. Content generation companies and companies that sell reviews employ others to write such reviews. Employees' jobs were nothing more than writing the content/reviews that were part of the regular operations of a content/review generating company. Employees did not hold any separate business licensing or registrations to enable them to generate online content/reviews.

Because Employer did not pay remuneration in regular currency, Employer regularly failed to pay minimum wages due and owing to Employees for all hours worked. In fact,

Employer did not pay Employees for time worked. The result is that Employer failed to pay minimum wage for all hours worked.

Employer regularly failed to pay its Employees in compliance with Labor Code Section 204. Labor Code Section 204 requires all wages be paid twice each month. The result of Employer paying its Employees less than minimum wage is that Employer also failed to pay all wages owed twice per month.

In violation of California Labor Code section 226, Employees were not provided, accurate wage statements semimonthly or at the time of each payment of wages, showing gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the pay period, the hourly rates in effect during the pay period, the employee's name and employee's number or last 4 digits of their social security number and the name and address of the Employer. In fact, Employees were not provided with a wage statement of any kind when paid. There were not consistent pay periods.

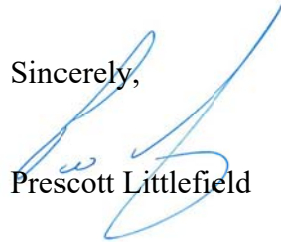
Pursuant to Labor Code Section 2802 Employees are entitled to be reimbursed for all necessary business expenditures or losses incurred by direct consequence of his or her duties. In violation of Labor Code Section 2802, Employer failed to reimburse Employees for all of the purchases they made while fulfilling their duties. Employees were not reimbursed and have not yet been reimbursed for all purchases made via Employers Application.

George was personally involved in creating the application and the entire system used by Employer. He designed the policies that have allowed Employees to work without pay, reimbursement or wage statements. George personally designed the system to misclassify employees as independent contractors ignoring California Labor Code. In interviews he has referred to this system as, "...my own next project." He has personally responded to some of the Employees concerned about the money they have lost as a result of not being reimbursed.

Pursuant to Labor Code Section 226.8 and Labor Code Section 558.1, George is personally liable for the above complained Labor Code violations including but not limited to: Failure to pay minimum wage; Labor Code Section 2802 for failing to reimburse Employees for reasonable business expenditures; Labor Code Section 226 for failing to timely produce itemized wage statements; and Labor Code Section 226.8 for misclassifying Employees as independent contractors.

If LWDA chooses not to pursue this matter, please inform this office of your intent not to investigate. On behalf of the aggrieved Employees and those similarly situated, this office intends to vigorously prosecute the aforementioned Labor Code violations and vindicate the rights of all Employees who have been subjected to these same Labor Code violations by the Employer.

Sincerely,



Prescott Littlefield