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Attorneys for Plaintiff ANIVAL SALAZAR,
 on behalf of the general public as private attorney general

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

ANIVAL SALAZAR, on behalf of the general
 public as private attorney general,

Plaintiff,

v.

AMERICAN INTEGRATED SERVICES,
 INC., a California Corporation; and DOES 1-
 50, inclusive,

Defendants.

Case No. **22STCV13570**

ASSIGNED FOR ALL PURPOSES TO:
 JUDGE:
 DEPT:

**PAGA REPRESENTATIVE ACTION
 COMPLAINT PURSUANT TO THE
 PRIVATE ATTORNEYS GENERAL ACT
 (Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff ANIVAL SALAZAR (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants AMERICAN INTEGRATED SERVICES, INC.; and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) to pay minimum and overtime wages, (b) failing to pay all wages earned and owed upon separation from Defendant’s employ, (c) failure to provide rest periods, (d) failure to provide meal periods, (e) failure to provide accurately itemized wage statements, and (f) failure to indemnify necessary business expenses. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, each Defendants either have sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
2 Civil Procedure section 395. Defendants are doing business throughout California, including but
3 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
4 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
5 all other aggrieved employees within the State of California. Defendants employ numerous
6 aggrieved employees in in the State of California.

7 6. On information and belief, Defendants have conducted business within the State of
8 California during the purported liability period and continue to conduct business throughout the
9 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
10 similarly situated non-exempt aggrieved employees within California.

11 7. The California Superior Court also has jurisdiction in this matter because on
12 information and belief there are no federal questions at issue, as the issues herein are based solely
13 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
14 California Code of Civil Procedure, the California Civil Code, and the California Business and
15 Professions Code.

16 8. On information and belief, during the statutory liability period and continuing to
17 the present ("liability period"), Defendants consistently maintained and enforced against
18 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
19 and policies, in violation of California state wage and hour laws: (a) to pay minimum and overtime
20 wages, (b) failing to pay all wages earned and owed upon separation from Defendant's employ,
21 (c) failure to provide rest periods, (d) failure to provide meal periods, (e) failure to provide
22 accurately itemized wage statements, and (f) failure to indemnify necessary business expenses. On
23 information and belief, during the statutory liability period and continuing to the present,
24 Defendants have had a consistent policy of failing to pay wages including overtime wages for
25 hours worked while subject to the control of Defendants.

26 9. On information and belief, during the statutory liability period and continuing to
27 the present, Defendants have had a consistent policy of failing to timely pay wages upon
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1 separation.

2 10. On information and belief, during the statutory liability period and continuing to
3 the present, Defendants have had a consistent policy of failing to indemnify necessary business
4 expenses.

5 11. On information and belief, during the statutory liability period and continuing to
6 the present, Defendants have had a consistent policy of failing to provide rest periods.

7 12. On information and belief, during the statutory liability period and continuing to
8 the present, Defendants have had a consistent policy of failing to provide meal periods.

9 13. On information and belief, during the statutory liability period and continuing to
10 the present, Defendants have had a consistent policy of failing to provide accurately itemized wage
11 statements.

12 14. Plaintiff on behalf of the general public as private attorney general and all other
13 aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations
14 enumerated under 2699.5 as follows: sections 201-203, 226, 510, 512, 558, 226, 226.3, 226.7,
15 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, and seeking penalties, interest, attorneys'
16 fees and costs.

17 **III. PARTIES**

18 **A. Plaintiff**

19 15. Plaintiff, ANIVAL SALAZAR, was at all times relevant to this action, a resident
20 of California. Plaintiff was employed by Defendants in approximately January 2018 as a Non-
21 Exempt Employee and worked during the liability period for Defendants as a retail associate, until
22 Plaintiff's separation from Defendants' employ in approximately May 2021. Plaintiff was assigned
23 to work at Defendants' Los Angeles county performing duties as a field technician.

24 16. As Defendants' employee, Plaintiff, and all other aggrieved employees were
25 regularly required to and subsequently suffered:

- 26 a) perform work subject to the control of the employer without being compensated all
27 wages including overtime, all in violation of California labor laws, regulations, and the
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1 Industrial Welfare Commission Wage Order (“IWC”);

2 b) not provided meal periods;

3 c) not provided rest periods;

4 d) not provided accurately itemized wage statements;

5 e) not indemnified for necessary business expenses; and

6 f) not paid timely upon separation from Defendants’ employ

7 17. On information and belief, Defendants willfully failed to pay all earned wages in
8 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
9 Representative Group; nor have Defendants returned to Plaintiff or members of the
10 Representative Group, upon or after separation from employment with Defendants, all wages
11 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
12 general public as private attorney general and all other aggrieved employees.

13 **B. Defendants**

14 18. Defendants AMERICAN INTEGRATED SERVICES, INC., are engaged in the
15 ownership and operation of an environmental contracting business. Defendants are headquartered
16 in Wilmington, California, the same city in which Plaintiff primarily works. On information,
17 Defendants have offices not limited to the counties of Rancho Cordova, Fairfield, Orange,
18 Ventura, and the Inland Empire, all within the state of California. Plaintiff estimates there are in
19 excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last
20 year.

21 19. Other than identified herein, Plaintiff is unaware of the true names, capacities,
22 relationships and extent of participation in the conduct alleged herein, of the defendants sued as
23 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
24 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
25 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
26 are ascertained.

27 20. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
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1 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
2 Representative Group , and exercised control over their wages, hours, and working conditions.
3 Plaintiff is informed and believes and thereon alleges that each defendants acted in all respects
4 pertinent to this action as the agent of the other defendants, carried out a joint scheme, business
5 plan or policy in all respects pertinent hereto, and the acts of each defendants are legally
6 attributable to the other defendants.

7 **IV. GENERAL ALLEGATIONS**

8 21. At all times set forth herein, Defendants employed Plaintiff and other persons in
9 the capacity of non-exempt positions, however titled, throughout the state of California.

10 22. Plaintiff is informed and believes Aggrieved Employees have at all times pertinent
11 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
12 rules and regulations of the IWC California Wage Orders.

13 23. Plaintiff is informed and believes that all Aggrieved Employees in this action are
14 citizens of the state of California.

15 24. Defendants continue to employ Non-Exempt Employees, however titled, in
16 California and implement a uniform set of policies and practices to all non-exempt employees, as
17 they were all engaged in the generic job duties related to Defendants' environmental contracting
18 business.

19 25. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
20 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
21 the requirements of California's wage and employment laws.

22 26. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
23 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
24 week.

25 27. During the relevant time frame, Defendants compensated Plaintiff and Aggrieved
26 Employees based upon an hourly rate.

27 28. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
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1 Employees typically worked five (5) days a week.

2 29. Plaintiff is informed and believes that the Aggrieved Employees were required to
3 keep similar schedules.

4 30. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
5 hours a day and/or over forty (40) hours in a workweek, but were not properly paid for minimum
6 and overtime wages. For instance, on a consistent and regular basis, Plaintiff and Aggrieved
7 Employees were subject to an automatic deduction of 30-minute meal periods that were
8 unprovided, late, cut short, or interrupted. Defendants' unlawful deduction of 30-minute meal
9 periods that unprovided, late, cut short, or interrupted resulted over time in a disproportionate
10 underpayment of minimum and overtime wages.

11 31. Defendants also failed to provide accurate, lawful itemized wage statements to
12 Plaintiff and the Aggrieved Employees in part because of the above specified violations. In
13 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
14 worked, including premiums due and owing for meal and rest period violations, gross pay and net
15 pay figures from Plaintiff and the Aggrieved Employees' wage statements.

16 32. Defendants also failed to properly calculate Plaintiff's and Aggrieved Employees'
17 regular rate of pay including but not limited to by failing to include all forms of
18 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
19 commissions, and other compensation for overtime calculation purposes.

20 33. Additionally, Plaintiff and Aggrieved Employees received checks/paystubs that
21 failed to reflect Meal Premium Pay.

22 34. During the relevant time, as a consequence of Defendants' staffing and scheduling
23 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
24 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
25 meal periods on shifts over five hours as required by law. Plaintiff and Aggrieved Employees also
26 had to forego meal breaks without being compensated with Meal Premium payments as required
27 by law as a direct result of Defendants' direction and control over Plaintiff's and Aggrieved
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1 Employees' working conditions. Plaintiff and Aggrieved Employees had shortened meal periods
2 on numerous occasions. Further, Plaintiff and Aggrieved Employees were interrupted by
3 Defendants' management while on meal breaks on a frequent basis. Defendants failed to pay for
4 missed, late, interrupted, or short meal breaks as required by law.

5 35. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
6 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
7 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
8 required by law. No premium pay was provided to Plaintiff and Aggrieved Employees for missed
9 second meal periods. No premium pay was reflected on pay stubs.

10 36. On information and belief, Plaintiff and Aggrieved Employees did not waive their
11 rights to meal periods under the law.

12 37. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
13 meal periods.

14 38. Defendants did not allow Plaintiff and Aggrieved Employees to leave their work
15 site during their lunch breaks, as required by law.

16 39. Despite the above-mentioned meal period violations, Defendants failed to
17 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
18 one additional hour of pay at their regular rate as required by California law when meal periods
19 were not timely or lawfully provided in a compliant manner.

20 40. Plaintiff and Aggrieved Employees are informed and believe, and thereon allege,
21 that Defendants know, should know, knew, and/or should have known that Plaintiff and Aggrieved
22 Employees were entitled to receive premium wages based on their regular rate of pay under
23 California Labor Code § 226.7 but were not receiving such compensation.

24 41. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
25 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
26 period for every four hours worked or major fraction thereof, which is a violation of the California
27 Labor Code and IWC wage order.
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1 42. Defendants maintained and enforced scheduling practices, policies, and imposed
2 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
3 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
4 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure
5 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
6 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

7 43. Despite the above-mentioned rest period violations, Defendants did not compensate
8 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
9 pay at their regular rate as required by California law, including California Labor Code § 226.7
10 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
11 and permitted. Plaintiff's time clock records fail to contain any Rest Premium pay, as required by
12 law. Defendants failed to pay for missed, late or short meal breaks as required by law.

13 44. Defendants failed to reimburse Plaintiff and Aggrieved Employees for business
14 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
15 were required to use their personal cellphones for work related purposes both during and outside
16 of work hours to speak with the customers and supervisors; however, Defendants failed to
17 reimburse the costs associated with this personal cell phone use.

18 45. Additionally, Defendants failed to reimburse Plaintiff and Aggrieved Employees
19 for gas mileage associated with their job duties of driving from site to site. Finally, Defendants
20 failed to reimburse Plaintiff and Aggrieved Employees for the maintenance costs of required
21 uniforms worn by Plaintiff and Aggrieved Employees under Labor Code 2802.

22 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
24 thereof for resignations without prior notice as the case may be) they had a duty to accurately
25 compensate Plaintiff and Aggrieved Employees for all wages owed including minimum wages,
26 meal and rest period premiums, and any associated profit shares earned by Plaintiff and Aggrieved
27 Employees which Defendants had the financial ability to pay such compensation, but willfully,
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1 knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified
2 violations. The termination date was effective May 21, 2021, however, Defendants failed to pay
3 the aforementioned wages owed to Plaintiff and Aggrieved Employees. Instead Plaintiff and
4 Aggrieved Employees were paid five (5) days later via US Mail, far exceeding the immediate
5 payment requirement.

6 47. Upon information and belief, Defendants knew and or should have known that it is
7 improper to implement policies and commit unlawful acts such as:

8 (a) requiring employees to work four (4) hours or a major fraction thereof without
9 being provided a minimum ten (10) minute rest period and without compensating the employees
10 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
11 rest period was not provided;

12 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
13 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
14 and without compensating employees with one (1) hour of pay at the regular rate of compensation
15 for each workday that such a meal period was not provided;

16 (c) failing to pay overtime and minimum wages;

17 (d) failing to timely pay Plaintiff and Aggrieved Employees;

18 (e) failure to provide uninterrupted, off-site meal periods;

19 (f) failure to provide rest periods;

20 (g) failure to provide accurate itemized wage statements;

21 (h) failure to reimburse business expenses; and

22 (i) conducting and engaging in unfair business practices.

23 48. In addition to the violations above, and on information and belief, Defendants knew
24 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
25 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
26 knowingly, recklessly, and/or intentionally failed to do so.

27 49. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
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Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

V. REPRESENTATIVE CLAIMS

THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.*

50. Plaintiff incorporates by reference and re-alleges each and every allegation contained above, as though fully set forth herein.

51. On February 15, 2022 Plaintiff complied with notice requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a representative capacity. The substance and violations set forth in this Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative Action Complaint to the LWDA.

52. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a). Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt Employees of Defendants.

53. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code section 201-203, 226, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

54. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay overtime wages owed as discussed above for Defendants’ failure to account for the time it took Plaintiff and Aggrieved Employees put on their work equipment and go through mandatory

1 temperature checks while they are off-the-clock. Therefore, Defendants violated section 510, and
2 1194 by not compensating its Non-Exempt Employees for work performed in excess of eight hours
3 (8) in a day or forty hours in a work week (40). Section 510 of the Labor Code codifies the right
4 to overtime compensation at the rate of one and one-half times the regular rate of pay for all hours
5 worked in excess of eight (8) hours in a day or forty (40) hours in a work week and to overtime
6 compensation twice the regular rate of pay for hours worked in excess of twelve (12) hours in a
7 day or in excess of eight (8) hours in a day on the seventh day of work in a particular work week

8 55. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
9 accurately pay at least minimum wages due as a result Defendants' failure to account for the time
10 it took Plaintiff and Aggrieved Employees put on their work equipment and go through mandatory
11 temperature checks while they are off-the-clock.

12 56. Defendants willfully failed to consistently provide full, uninterrupted, off-duty
13 meal periods. No premium pay was paid by Defendants.

14 57. Defendants willfully failed to consistently provide full, uninterrupted, rest periods.
15 No premium pay was paid by Defendants.

16 58. Defendants willfully failed to reimburse Plaintiff and Aggrieved Employees'
17 necessary business expenses.

18 59. Defendants also willfully violated Labor Code sections 201-203 by failing to
19 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
20 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
21 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
22 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
23 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
24 The penalty cannot exceed 30 days of wages.

25 60. Plaintiff and all other aggrieved employees who were separated from employment
26 are entitled to compensation for all forms of wages earned, including but not limited to
27 compensation minimum and overtime wages, but to date have not received such compensation,
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1 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

2 61. On information and belief, Defendants willfully failed to pay all wages due and
3 owing upon separation from employment. These wages include minimum and overtime wages.

4 62. On information and belief, Defendants failed to provide accurate itemized wage
5 statements which failed to include the rate of pay and total hours worked per pay period, failed to
6 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
7 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
8 to Labor Code section 226(a).

9 63. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
10 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation, for which the employer fails to provide the employee a
13 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

14 64. As a result of Defendants' unlawful conduct, Plaintiff and Aggrieved employees
15 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
16 worked.

17 65. Plaintiff and the Representative Aggrieved Employees are entitled to recover
18 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.
19

20
21 **PRAYER FOR RELIEF**

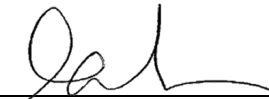
22 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 23 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 24 2. For reasonable attorneys' fees and costs; and
- 25 3. For such other and further relief as the Court deems proper.
- 26
- 27
- 28

1 Dated: April 22, 2022

JAMES HAWKINS APLC

2
3 By:



4 JAMES R. HAWKINS, ESQ.

5 GREGORY MAURO, ESQ.

6 MICHAEL CALVO, ESQ.

7 AVA ISSARY, ESQ.

8 LAUREN FALK, ESQ.

9 Attorneys for Plaintiff ANIVAL SALAZAR

10 on behalf of the general public as private

11 attorney general

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 15, 2022

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

AMERICAN INTEGRATED SERVICES, INC., a California Corporation
Agent for Service of Process: CECILIA PRECIADO
1502 E. OPP ST
WILMINGTON, CA 90744
Receipt No.: 7018 1130 0001 8270 4043

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff ANIVAL H. SALAZAR, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, AMERICAN INTEGRATED SERVICES, INC., a California Corporation, through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Los Angeles County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint