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Superior Court of California
County of Los Angeles

FEB 04 2019

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Sherri R. Carter, Executive Officer/Clerk of Court

By: Steven Drew, Deputy

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF LOS ANGELES**

14 CHARLES SAN NICOLAS, on behalf of
15 the State of California, as a private
attorney general,

16
17 Plaintiff,

18 vs.

19 WEST COVINA CORPORATE FITNESS,
INC., a California Corporation; and Does 1
20 through 50, Inclusive,

21
22 Defendants.

Case No. BC616304

THIRD AMENDED
REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor
Code §§ 2698, *et seq.* for violations of
Labor Code §§ 201, 202, 203, 204, 223,
226, 226.7, 510, 512, 558, 1194, 1197,
1198, 2802, and the Applicable Wage
Order.

26 Plaintiff Charles San Nicolas ("PLAINTIFF"), on behalf of the people of the State of
27 California and as an "aggrieved employee" acting as a private attorney general under the Labor
28 Code Private Attorney General Act of 2004, § 2698 *et seq.* ("PAGA") only, alleges on information

1 and belief, except for his own acts and knowledge which are based on personal knowledge, the
2 following:

3 **THE PARTIES**

4 1. Defendants West Covina Corporate Fitness, Inc.; Muscle Head, Inc. ("North
5 Hollywood"); Muscle Bound, Inc. ("Hollywood"); LA Corporate Fitness, Inc. (Downtown LA);
6 Thousand Oaks Corporate Fitness, Inc.; Simi Valley Corporate Fitness, Inc.; Culver City
7 Corporate Fitness, Inc.; Fullerton Corporate Fitness, Inc.; Valencia Corporate Fitness, Inc.; Santa
8 Anita Corporate Fitness, Inc. ("Arcadia"), Montclair Corporate Fitness, Inc.; Santa Barbara
9 Corporate Fitness, Inc. (Downtown, Uptown, and Goleta Gyms); Anaheim Corporate Fitness, Inc.;
10 Glendale Corporate Fitness, Inc.; Santa Ana Corporate Fitness, Inc., and/or Gym Management
11 Services, Inc. (sometimes referred to as Gold's Gym SoCal) are California corporations and/or
12 business entities or trade names and at all relevant times mentioned herein conducted and continue
13 to conduct substantial and regular business throughout California. Defendants Willy Banos and
14 Angel Banos are the owners of one or more said businesses. All Defendants, whether individuals
15 or entities are collectively referred to as "DEFENDANTS" throughout this complaint. Said
16 DEFENDANTS own and operate co-ed fitness centers in California.

17 2. Plaintiff Charles San Nicolas was employed by one or more of the DEFENDANTS
18 in California as a non-exempt employee entitled to overtime pay and meal and rest periods from
19 July of 2014 through November of 2015. Plaintiff Charles San Nicolas was at all times relevant
20 mentioned herein classified by DEFENDANTS as a non-exempt employee paid in whole or in
21 part on an hourly basis and received additional compensation from DEFENDANTS in the form of
22 non-discretionary commission wages.

23 3. PLAINTIFF, and such persons that may be added from time to time who satisfy the
24 requirements and exhaust the administrative procedures under the Private Attorney General Act,
25 brings this Representative Action on behalf of the State of California as a deputized private
26 attorney general with respect to himself and all individuals who are or previously were employed
27 by DEFENDANTS in California and classified as non-exempt or hourly employees
28 ("AGGRIEVED EMPLOYEES") during the time period of April 8, 2015 until a date as

1 determined by the Court ("PAGA PERIOD").

2 4. PLAINTIFF, on behalf of himself and all aggrieved employees presently or
3 formerly employed by DEFENDANTS during the liability period, brings this representative action
4 pursuant to Labor Code §§ 2698 *et seq.* seeking penalties for DEFENDANTS' violation of
5 California Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 558, 558.1, 1193.6, 1194,
6 1197, 1198, 2802, and any applicable Wage Order(s). Based upon the foregoing, PLAINTIFF
7 and all AGGRIEVED EMPLOYEES are aggrieved employees within the meaning of Labor Code
8 § 2698 *et seq.*

9 5. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
11 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
12 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to
13 allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
14 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the
15 DEFENDANTS named in this Complaint, including DOES 1 through 50, inclusive, are
16 responsible in some manner for one or more of the events and happenings that proximately caused
17 the injuries and damages hereinafter alleged.

18 6. The owners, agents, servants and/or employees of the DEFENDANTS and each of
19 them acting on behalf of the DEFENDANTS acted within the course and scope of his, her or its
20 authority as the agent, servant and/or employee of the DEFENDANTS, and personally participated
21 in the conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged
22 herein. Consequently, the acts of each defendant are legally attributable to the other
23 DEFENDANTS and all DEFENDANTS are jointly and severally liable to the PLAINTIFF and the
24 other AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of
25 the DEFENDANTS' owners, agents, servants and/or employees under all applicable provisions of
26 the Labor Code including but not limited to as applicable Labor Code § 558.1.

27 ///

THE CONDUCT

7. During the PAGA PERIOD, DEFENDANTS failed and continue to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their hours worked and/or for all wages, pay, or other compensation to which AGGRIEVED EMPLOYEES were otherwise entitled. DEFENDANTS systematically, unlawfully and unilaterally failed to accurately calculate and pay minimum wages, hourly wages, contractual wages, overtime, and/or other compensation, pay, or wages owed to PLAINTIFF and other AGGRIEVED EMPLOYEES. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working without compensation. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages due in accordance with applicable law is evidenced by DEFENDANTS' business records.

8. Pursuant to the Labor Code and Industrial Welfare Commission Wage Orders, DEFENDANTS were required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, and for all applicable overtime pay, reporting time pay, contractual wages, and/or other wages. During the PAGA PERIOD, DEFENDANTS did not have in place an immutable timekeeping system to accurately record and pay PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these employees worked, including overtime worked. DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work off the clock without paying them for all the time they were under DEFENDANT's control performing pre and post-shift duties, specifically by (1) failing to provide enough labor hours to accomplish all the job tasks that DEFENDANTS expected them to complete; (2) rounding time entries to the disadvantage of AGGRIEVED EMPLOYEES over time; (3) shaving time; (4) failing to record all time worked; (5) erasing time worked; and/or (6) other unlawful wage practices. As a result DEFENDANTS were able to and did in fact systematically, unlawfully, and unilaterally alter the time recorded in DEFENDANT's timekeeping system for PLAINTIFF and the AGGRIEVED EMPLOYEES in order to avoid paying these employees the applicable compensation for time worked. As a result,

1 PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited time worked by regularly working
2 without their time being accurately recorded or calculated and without compensation at the
3 applicable wage rates.

4 9. Here, DEFENDANTS knowingly caused violations of the California Labor Code
5 and applicable Wage Orders by (1) directing its employees to alter the time records, or “shave” the
6 time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES; (2) rounding time entries to
7 the disadvantage of AGGRIEVED EMPLOYEES over time; (3) failing to record all time; (4)
8 erasing time worked; (5) failing to pay reporting time or contractual wages, and (6) failing to pay
9 other wages or compensation in order to avoid paying these employees for all their time worked
10 and all wages due. DEFENDANT, through its agents, engaged in the unlawful alteration of
11 AGGRIEVED EMPLOYEES’ time records in order to reduce the time logged, so as to not
12 accurately reflect their actual time worked. As a direct result of DEFENDANTS’ conduct,
13 PLAINTIFF and other AGGRIEVED EMPLOYEES were underpaid for all time worked,
14 including minimum wages, overtime, contractual wages, or other compensation throughout their
15 employment with DEFENDANT. DEFENDANT, through its agents, engaged in the unlawful
16 failure to pay for all time worked, reporting time pay, and/or contractual agreed upon wages by
17 conduct that includes but is not limited to the following:

18 a. DEFENDANTS’ failure to pay for all hours worked due to rounding AGGRIEVED
19 EMPLOYEE time entries to the disadvantage of AGGRIEVED EMPLOYEES over time;

20 b. DEFENDANTS’ failure to accurately track, record, or provide AGGRIEVED
21 EMPLOYEES with credit for all hours spent training members;

22 c. DEFENDANTS’ erasing or failing to record hours that AGGRIEVED
23 EMPLOYEES worked;

24 d. DEFENDANTS’ failure to pay AGGRIEVED EMPLOYEES for time spent
25 waiting or on call, including time spent waiting for a member who failed to show for a scheduled
26 training session;

27 e. DEFENDANTS’ failure to pay for reporting time when, for example, an employee
28 was required to report to work a second or third time in a day and was furnished less than two

1 hours of work for the second or a third shift; and

2 f. DEFENDANTS' failure to pay contractual agreed upon bonuses, commissions and
3 revenue splits.

4 10. During the PAGA PERIOD, DEFENDANTS failed to provide all the legally
5 required off-duty meal breaks to PLAINTIFF and the other AGGRIEVED EMPLOYEES as
6 required by the applicable Wage Order and Labor Code. The nature of the work performed by
7 PLAINTIFF and the AGGRIEVED EMPLOYEES did not prevent these employees from being
8 relieved of all of their duties for the legally required off-duty meal periods. DEFENDANTS do
9 not have a policy or practice which provided meal periods to PLAINTIFF and the other
10 AGGRIEVED EMPLOYEES. Further, DEFENDANTS failed to provide PLAINTIFF and
11 AGGRIEVED EMPLOYEES with a second off-duty meal period each workday in which these
12 employees were required by DEFENDANTS to work ten (10) hours of work. As a result,
13 DEFENDANTS' failure to provide the PLAINTIFF and the AGGRIEVED EMPLOYEES with
14 legally required meal periods is evidenced by DEFENDANT's business records. PLAINTIFF and
15 other AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional
16 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

17 11. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
18 from time to time were also required to work in excess of four (4) hours without being provided
19 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
20 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
21 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
22 (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts
23 worked of ten (10) hours or more. PLAINTIFF and other AGGRIEVED EMPLOYEES were
24 also not provided with one hour wages in lieu thereof. As a result of their rigorous work
25 schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES were periodically denied their
26 proper rest periods by DEFENDANTS and DEFENDANTS' managers.

27 12. State law provides that employees must be paid overtime at one-and-one-half times
28 their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES were

1 compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's
2 performance.

3 13. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
4 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and
5 other AGGRIEVED EMPLOYEES incentive wages based on their performance for
6 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
7 hourly basis with incentive compensation when the employees meet the various performance goals
8 set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime
9 to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANTS failed to include the
10 incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating
11 overtime pay. Management and supervisors described the incentive program to potential and new
12 employees as part of the compensation package. As a matter of law, the incentive compensation
13 received by PLAINTIFF and other AGGRIEVED EMPLOYEES must be included in the "regular
14 rate of pay." The failure to do so has resulted in a systematic underpayment of overtime
15 compensation to PLAINTIFF and other AGGRIEVED EMPLOYEES by DEFENDANT.

16 14. In violation of the applicable sections of the California Labor Code and the
17 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Orders,
18 DEFENDANTS as a matter of company policy, practice and procedure, intentionally and
19 knowingly failed to compensate PLAINTIFF and the other AGGRIEVED EMPLOYEES at the
20 correct rate of pay for all overtime worked. This uniform policy and practice of DEFENDANTS
21 were intended to purposefully avoid the payment of the correct overtime compensation as required
22 by California law which allowed DEFENDANTS to illegally profit and gain an unfair advantage
23 over competitors who complied with the law. To the extent equitable tolling operates to toll
24 claims by the AGGRIEVED EMPLOYEES against DEFENDANTS, the PAGA PERIOD should
25 be adjusted accordingly.

26 15. When DEFENDANTS did not accurately record PLAINTIFF's and other
27 AGGRIEVED EMPLOYEES' overtime wages and rates and missed meal and rest breaks, the
28 wage statements issued to PLAINTIFF and other AGGRIEVED EMPLOYEES by

1 DEFENDANTS violation of California law, and in particular, Labor Code Section 226(a). Aside,
2 from the violations listed above in this paragraph, DEFENDANTS failed to issue to PLAINTIFF
3 an itemized wage statement that lists all the requirements under California Labor Code 226 et seq.
4

5 16. DEFENDANTS as a matter of corporate policy, practice and procedure,
6 intentionally, knowingly and systematically failed to reimburse and indemnify PLAINTIFF and
7 other AGGRIEVED EMPLOYEES for required business expenses incurred by PLAINTIFF and
8 other AGGRIEVED EMPLOYEES Members in direct consequence of discharging their duties on
9 behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to
10 indemnify employees for all expenses incurred in the course and scope of their employment. Cal.
11 Lab. Code § 2802 expressly states that "an employer shall indemnify his or her employee for all
12 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
13 of his or her duties, or of his or her obedience to the directions of the employer, even though
14 unlawful, unless the employee, at the time of obeying the directions, believed them to be
15 unlawful."

16 17. In the course of their employment PLAINTIFF and other AGGRIEVED
17 EMPLOYEES as business expenses, were required by DEFENDANTS to use their personal
18 cellular phones, travel between DEFENDANTS' locations , travel to training sessions or other
19 work events, and purchase mandatory uniforms and/or equipment, all of which benefitted
20 DEFENDANTS and was in furtherance of their job duties as employees for DEFENDANTS.
21 However, PLAINTIFF and other AGGRIEVED EMPLOYEES were not reimbursed or
22 indemnified by DEFENDANTS for the cost associated with the foregoing expenditures. As a
23 result, in the course of their employment with DEFENDANTS, PLAINTIFF and other
24 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but were
25 not limited to, cell phone use, mileage, and uniform or equipment costs.

26 18. In violation of the applicable sections of the California Labor Code and the
27 requirements of the applicable IWC Wage Orders, DEFENDANTS as a matter of company policy,
28 practice and procedure, intentionally, knowingly and systematically failed to compensate the

1 PLAINTIFF and the other AGGRIEVED EMPLOYEES for all work time, overtime, contractual
2 wages, and missed meal and rest periods. This uniform policy and practice of DEFENDANTS
3 intended to purposefully avoid the payment of all wages due and for all time worked as required
4 by California law which allows DEFENDANTS to illegally profit and gain an unfair advantage
5 over competitors who complied with the law. To the extent equitable tolling operates to toll
6 claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the PAGA PERIOD should be
7 adjusted accordingly.

8 **JURISDICTION AND VENUE**

9 19. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure, Section 410.10.

11 20. Venue is proper in this Court pursuant to California Code of Civil Procedure,
12 Sections 395 and 395.5, because DEFENDANTS (i) currently maintains and at all relevant times
13 maintained offices and facilities in this County and/or conducts substantial business in this
14 County, and (ii) committed the wrongful conduct herein alleged in this County against
15 PLAINTIFF and the AGGRIEVED EMPLOYEES.

16 **FIRST CAUSE OF ACTION**

17 **For Violation of the Private Attorneys General Act** 18 **[Cal. Lab. Code §§ 558, 2698 *et seq.*]** **(By PLAINTIFF and Against All Defendants)**

19 21. PLAINTIFF incorporates by reference the allegations set forth in the prior
20 paragraphs as though fully set forth at this point.

21 22. PAGA is a mechanism by which the State of California itself can enforce state
22 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
23 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
24 fundamentally a law enforcement action designed to protect the public and not to benefit private
25 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
26 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
27 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
28 employees, acting as private attorneys general to recover civil penalties for Labor Code violations

1 ...” Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

2 23. PLAINTIFF, and such persons that may be added from time to time who satisfy the
3 requirements and exhaust the administrative procedures under the Private Attorney General Act,
4 brings this Representative Action on behalf of the State of California with respect to himself and
5 all individuals who are or previously were employed by DEFENDANTS in California and
6 classified as non-exempt or hourly employees (“AGGRIEVED EMPLOYEES”) during the time
7 period of April 8, 2015 until a date as determined by the Court (“PAGA PERIOD”).

8 24. On April 25, 2016, PLAINTIFF gave written notice by certified mail to the Labor
9 and Workforce Development Agency (the “Agency”) and the employer of the specific provisions
10 of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1,
11 attached hereto and incorporated by this reference herein. The statutory waiting period for
12 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to
13 Section 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant
14 to Section 2698 as the proxy of the State of California with respect to all AGGRIEVED
15 EMPLOYEES as herein defined.

16 25. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because Defendant (a) failed to properly record and pay PLAINTIFF and
18 the other AGGRIEVED EMPLOYEES for all of the hours they worked and/or all wages due,
19 including minimum wages, overtime, contractual wages, reporting time pay, and/or other wages in
20 violation of the Wage Order; (b) failed to provide meal and rest periods and failed to pay
21 premiums for meal and rest period violations; (c) failed to provide accurate itemized wage
22 statements; (d) failed to provide reimbursement of all necessary business expenses incurred on
23 DEFENDANTS’ behalf; and (e) failed to timely pay all wages due to terminated employees, all in
24 violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not
25 limited to Labor Code §§ 201, 202, 203, 204, 223, 226, 226.7, 510, 512, 558, 1193.6, 1194, 1197,
26 1198, 2802, and all applicable Industrial Wage Order(s), and thereby gives rise to civil penalties,
27 included but not limited to penalties pursuant to Labor Code §558, as a result of such conduct.
28 PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private

1 Attorney General Act of 2004 as the representative of the State of California for the illegal
2 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
5 severally, as follows:

6 1. On behalf of the State of California and with respect to all AGGRIEVED
7 EMPLOYEES:

8 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
9 General Act of 2004;

10 B) Recovery of any other civil penalty alleged herein or that the Court deems just and
11 proper;

12 C) Such other and further relief as the Court deems just and equitable, including but
13 not limited to any relief under Labor Code § 558.1; and,

14 D) An award of attorneys' fees and cost of suit, as allowable under the law, including,
15 but not limited to, pursuant to Labor Code § 2698 *et seq.*

16 DATED: January 31, 2019

**BLUMENTHAL NORDREHAUG BHOWMK DE
BLOUW LLP**

17
18
19 By: 

20 Norman B. Blumenthal
21 Attorneys for Plaintiff
22
23
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25
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27
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EXHIBIT 1

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
5

April 25, 2016
CA1196

VIA CERTIFIED MAIL

Labor and Workforce Development
Agency
Certified Mail # 70142120000378195468
800 Capitol Mall, Suite 5000 MIC-55
Sacramento, CA 95814

West Covina Corporate Fitness, Inc.
Certified Mail # 70142120000378195475
Steven Sweeney
19835 Nordhoff Street, Building 1A Unit B
Northridge, CA 91324

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802, Violation of the Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Charles San Nicolas ("Plaintiff"), and other aggrieved employees in a lawsuit against West Covina Corporate Fitness, Inc. ("Defendant"). Plaintiff was employed by Defendant in California from July of 2014 to November of 2015 and was at all times classified as a non-exempt employee who was paid in whole or in part on an hourly basis and entitled to overtime wages and the legally required meal and rest periods. Defendant, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of the time they worked, including overtime worked. Defendant also failed to reimburse Plaintiff and other aggrieved employees for their business expenses that were necessary to complete their job duties for Defendant. As a consequence of the aforementioned violations, the Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other aggrieved employees, in violation of California Labor Code section 226(a). The Defendant's work schedule required Plaintiff and other aggrieved employees to work without being provided the legally required meal and rest periods. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1194, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories

supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable the Plaintiff to proceed with the Complaint filed in the Los Angeles County Superior Court Case No. BC616304, against Defendant as authorized by California Labor Code section 2695, *et seq.* The pending lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.