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8 on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SANTA CLARA**

11 MARQUES SHINTAKU, on behalf of the
State of California and all Aggrieved
12 Employees,

13 Plaintiff,

14 v.

15
16 ASTREYA PARTNERS, LLC, a California
Limited Liability Company; and DOES 1-
17 100, inclusive,

18 Defendants.

Case No.: 25CV467417

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, *et seq.***

1 Plaintiff, MARQUES SHINTAKU, (“PLAINTIFF”), on behalf of the State of California
2 and all Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 ASTREYA PARTNERS, LLC, a California Limited Liability Company; and DOES 1-100,
4 inclusive. PLAINTIFF is informed and believes and thereon alleges as follows:

5 **INTRODUCTION**

6 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved
7 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
8 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
9 DEFENDANTS’ violations of the California Labor Code as alleged below.

10 **JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
12 California statutes, including but not limited to the PAGA, and decisional law and regulations.

13 3. Venue is proper in this judicial district and the County of Santa Clara pursuant to
14 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
15 this judicial district, DEFENDANTS maintain their principal place of business in this judicial
16 district, and conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also*
17 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
18 PAGA action is proper in any county where the defendants committed Labor Code violations against
19 some of its employees). Venue is also proper pursuant to section 393 of the California Code of Civil
20 Procedure because the cause, or some part of the cause, arose in the County of Santa Clara.

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California.

24 5. PLAINTIFF worked for DEFENDANTS as a non-exempt, hourly-paid employee
25 with a job title of audio / video technician or a similar job title/position from in or around 2022
26 through in or around January 2025. DEFENDANTS assigned PLAINTIFF to work at
27 DEFENDANTS’ field sites and/or facilities located throughout the Bay Area, California.

28 6. Defendant, ASTREYA PARTNERS, LLC, is a California Limited Liability

1 Company, that at all relevant times was authorized to do business in California and is doing business
2 in California.

3 7. DEFENDANTS own, operate, manage and/or staff its employees to work at the
4 facilities, offices, field sites, and/or other locations in California, including but not limited to
5 locations throughout the Bay Area. DEFENDANTS operate business under including but not
6 limited to the following name(s): “Astreya.” DEFENDANTS’ business specializes in including, but
7 not limited to, the provision of IT consulting services and/or IT management services.
8 DEFENDANTS, through its various locations, serve including but not limited to, the consumer
9 goods and services industry.¹

10 8. The true names and capacities of the DOE Defendants sued herein as DOES 1
11 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
12 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
13 responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this
14 Complaint to reflect the true names and capacities of the Doe Defendants when such identities
15 become known.

16 9. PLAINTIFF is further informed and believes that, at all relevant times, each
17 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
18 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
19 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
20 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
21 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
22 complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant
23 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
24 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
25 controlled, aided and abetted the conduct of all other Defendants.

26 **JOINT LIABILITY**

27 10. Under California law, the definition of the terms “to employ” are broadly construed

28 ¹ See <https://astreya.com/>. Last visited on June 2, 2025. 3

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
2 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
5 was to reach situations in which multiple entities control different aspects of the employment
6 relationship. Supervision of the work, in the specific sense of exercising control over how services
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
11 California, applying a less stringent standard to what constitutes sufficient control by a business
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
16 employment,” *Id.* at 875 [emphasis added].

17 11. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the
18 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
19 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
20 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
21 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
22 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
23 PLAINTIFF and Aggrieved Employees to work for them.

24 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
27 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
28 policies and practices regardless of the location(s) where they worked. Among other things,

1 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
2 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
3 over the day-to-day operations and employment matters, including the power to hire and fire, set
4 schedules, issue employee policies, and determine rates of compensation across its locations in
5 California; (3) DEFENDANTS utilize the same policies and procedures for all California
6 employees, including issuing the same employee handbooks and other form agreements; (4)
7 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
8 employment matters; and, (6) DEFENDANTS share employees.

9 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
11 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
12 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
13 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
14 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
15 Employees.

16 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
19 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
20 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
21 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
22 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
23 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
24 and Aggrieved Employees' employment with or without cause. Upon information and belief,
25 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
26 writing the details of their compensation, and the manner in which they were to take meal and rest
27 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
28 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS

collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

15. Thus, DEFENDANTS collectively exercised the right to control the wages, hours and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved Employees' employment, including the instrumentality that resulted in the illegal conduct for which PLAINTIFF seeks relief in this Complaint.

16. By reason of their status as joint employers of PLAINTIFF and Aggrieved Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor Code and applicable Wage Orders as to all Aggrieved Employees.

PAGA ALLEGATIONS

17. PLAINTIFF brings this action under the PAGA, as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the following:

All current and former non-exempt employees that worked either directly or via a staffing agency for any one or more DEFENDANTS at any location in California at any time from one year plus 65 days from the filing of the initial Complaint through the present (“PAGA Period”).

18. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory limitations period and suffered all of the Labor Code violations set forth herein. Accordingly, PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged violations.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

19. PLAINTIFF, on March 20, 2025, through counsel, gave written notice by online

1 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
2 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
3 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
4 certified mail.

5 20. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
6 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
7 Employees.

8 21. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
9 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
10 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
11 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
12 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

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

16 **FACTUAL ALLEGATIONS**

17 23. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
18 worked for DEFENDANTS in the State of California. At all times referenced herein,
19 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
20 permitted them to work.

21 24. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job title
22 of audio / video technician or a similar job title/position from in or around 2022 through in or around
23 January 2025.

24 25. PLAINTIFF regularly worked at least approximately eight (8) to eleven (11) hours
25 per day, at least five (5) to six (6) days per week.

26 26. DEFENDANTS assigned PLAINTIFF to work at DEFENDANTS’ field sites and/or
27 facilities located throughout the Bay Area, California.

28 27. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by

1 DEFENDANTS as hours worked.

2 28. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
3 worked shifts of more than five (5) hours, entitling them to at least one meal period. PLAINTIFF
4 and other Aggrieved Employees consistently worked shifts of more than ten (10) hours, entitling
5 them to at least two meal periods. However, PLAINTIFF and other Aggrieved Employees would
6 not receive legally compliant thirty (30) minute meal periods.

7 29. For example, PLAINTIFF was frequently required to return to work while clocked
8 out for meal periods due to the need to complete assigned job duties, including but not limited to,
9 attending to clients/responding to client communications and/or completing other assigned work
10 tasks.

11 30. For example, during the liability period, including but not limited to, when
12 PLAINTIFF was assigned to work in the field, PLAINTIFF had to attend to DEFENDANTS' clients
13 and/or complete other work tasks while clocked out for meal periods resulting in denied meal
14 periods as well as DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the
15 underpayment of wages owed to PLAINTIFF.

16 31. Based on information and belief, DEFENDANTS required, suffered or permitted
17 PLAINTIFF and other Aggrieved Employees to record that they had taken at least a thirty-minute
18 off-duty meal period and/or would unlawfully edit the clock in and out times for PLAINTIFF's
19 and/or other Aggrieved Employees' meal periods in order to display at least a thirty minute off-duty
20 meal period during many shifts worked, notwithstanding the fact that DEFENDANTS had actual
21 and/or constructive knowledge that DEFENDANTS had required, suffered or permitted
22 PLAINTIFF and other Aggrieved Employees' to perform work-related tasks during their meal
23 periods/were not relieved of all duties and DEFENDANTS' control during unpaid meal periods.

24 32. Also, despite regularly working shifts lasting more than ten (10) hours, PLAINTIFF
25 did not receive second meal periods.

26 33. DEFENDANTS implemented policies and/or practices that failed to always relieve
27 Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

28 34. Based on information and belief, at times, DEFENDANTS required Aggrieved

1 Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS
2 failed to take into account when scheduling meal periods for Aggrieved Employees. Based on
3 information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock
4 work.

5 35. Based on information and belief, DEFENDANTS had actual and/or constructive
6 knowledge that their policies and practices resulted in the denial of uninterrupted meal periods
7 which were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees,
8 in violation of California's meal period laws.

9 36. Also, Aggrieved Employees who worked shifts of more than ten hours did not
10 receive a second legally compliant thirty (30) minute second meal break.

11 37. For example, PLAINTIFF did not receive any version of a second meal break when
12 working shifts lasting longer than ten (10) hours.

13 38. Based on information and belief, despite DEFENDANTS' failure to provide lawful
14 meal periods, DEFENDANTS implemented a policy and/or practice of rounding the start and end
15 times of PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically
16 deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods
17 (including meal periods restricted to DEFENDANTS' premises), despite having actual and/or
18 constructive knowledge that PLAINTIFF and other Aggrieved Employees did not receive lawful
19 meal periods.

20 39. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
21 additional hour of wages at their respective regular rates of compensation for each workday a lawful
22 meal period was not provided.

23 40. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
24 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
25 four (4) hours worked or major fraction thereof, that insofar as practicable, were in the middle of
26 the work period, as required by law.

27 41. For example, at times, PLAINTIFF was frequently forced to work during
28 PLAINTIFF's rest periods, take shortened and/or interrupted rest periods due to including but not

1 limited to, the need to complete assigned job duties.

2 42. Also, based on information and belief, DEFENDANTS had no policy and/or practice
3 as to the proper timing and/or duty-free nature of rest periods.

4 43. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
5 lasting longer than ten hours.

6 44. DEFENDANTS implemented policies and/or practices that failed to relieve
7 PLAINTIFF and other Aggrieved Employees of all duties and DEFENDANTS' control during rest
8 periods.

9 45. Based on information and belief, Aggrieved Employees were pressured to complete
10 their work duties according to a designated schedule such that rest breaks were only taken once tasks
11 were completed, and/or as time permitted.

12 46. Furthermore, DEFENDANTS failed to pay a rest period premium at Aggrieved
13 Employees respective regular rates of pay for each day in which they experienced a missed/unlawful
14 rest period in violation of California law.

15 47. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
16 PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment
17 of minimum and overtime wages.

18 48. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
19 mandated off-the clock work policies and/or practices.

20 49. For example, DEFENDANTS required, suffered and/or permitted Aggrieved
21 Employees to complete off-the-clock work tasks prior to clocking in for the start of their shifts, after
22 clocking out for the end of their shifts and/or during unpaid meal periods, resulting in
23 DEFENDANTS' failure to compensate Aggrieved Employees for all hours worked and the
24 underpayment of wages owed to those Aggrieved Employees.

25 50. For example, PLAINTIFF was often required to complete work tasks while clocked
26 out for meal periods resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours
27 worked and the underpayment of wages owed to PLAINTIFF.

28 51. Also, PLAINTIFF was often required to complete off-the-clock work outside of

1 scheduled shifts due to work-related phone calls and/or messages PLAINTIFF received to
2 PLAINTIFF's cellphone and was required to respond to, including but not limited to,
3 communications from supervisors regarding scheduling and/or other work tasks, resulting in off-
4 the-clock work, DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the
5 underpayment of wage owed to PLAINTIFF.

6 52. Based on information and belief, DEFENDANTS also required other Aggrieved
7 Employees to respond to work-related communications prior to clocking in for the start of their
8 shifts, after clocking out for the end of their shifts, during unpaid meal periods and/or otherwise
9 outside of their scheduled shift times, resulting in DEFENDANTS' failure to compensate
10 Aggrieved Employees for all hours worked and the underpayment of wages owed to Aggrieved
11 Employees.

12 53. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for
13 all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

14 54. DEFENDANTS also failed to pay twice Aggrieved Employees' regular rate(s) of
15 pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8)
16 hours on the seventh consecutive day of work in a work week, in violation of California's overtime
17 laws.

18 55. Based on information and belief, DEFENDANTS had actual and/or constructive
19 knowledge that its off-the-clock work resulted in the underpayment of minimum wages and
20 overtime wages owed to Aggrieved Employees, in violation of California's minimum and overtime
21 wage laws.

22 56. Based on information and belief, DEFENDANTS failed to incorporate all non-
23 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
24 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
25 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
26 wages owed to PLAINTIFF and other Aggrieved Employees.

27 57. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
28 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied

1 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
2 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
3 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
4 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee.

7 58. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
8 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
9 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
10 Aggrieved Employees (by virtue of off-the-clock work policies and practices) which results in a
11 violation of Labor Code section 226(a).

12 59. Based on information and belief, wage statements issued by DEFENDANTS failed
13 to list all applicable hourly rates in effect during the pay period and the corresponding number of
14 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
15 Code section 226(a)(9).

16 60. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
17 Employees that were not accurate and did not include all of the statutorily required information. As
18 such, DEFENDANTS violated Labor Code section 226.

19 61. **Failure to Produce Employment Records.** Based on information and belief,
20 DEFENDANTS have a uniform policy and practice of failing to produce or make available a current
21 or former employee's time, pay, and/or personnel records when requested pursuant to Labor Code
22 sections 226, 1198.5, 432, and/or the applicable Wage Order.

23 62. For example, PLAINTIFF sent a written request for payroll and personnel records to
24 DEFENDANTS on or around including but not limited to the following dates: February 12, 2025
25 and April 1, 2025. Yet, DEFENDANTS failed to produce any records within the time periods
26 delineated by California labor law.

27 63. Based on information and belief, DEFENDANTS failed and continue to fail to timely
28 produce complete payroll and personnel records when requested by other Aggrieved Employees.

1 Based on information and belief, DEFENDANTS failed and continue to fail to timely produce
2 complete time, pay, and personnel records when requested by other Aggrieved Employees.

3 **64. Failure to Timely Pay All Wages Upon Separation of Employment.**
4 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
5 discharge of employment. DEFENDANTS untimely provide final wages to Aggrieved Employees
6 without regard to the timing requirements of Labor Code sections 201-202.

7 **65.** Upon separation of employment, Aggrieved Employees' final paychecks were not
8 timely provided, were not timely provided with all paid time off and/or did not include all wages
9 owed as they were devoid of, including but not limited to, all owed minimum wages, overtime
10 wages, premium wages and/or paid time off wages at the properly accrued rates.

11 **66.** For example, DEFENDANTS did not provide PLAINTIFF with any final paycheck
12 at the time DEFENDANTS terminated PLAINTIFF's employment, and PLAINTIFF's late final
13 paycheck was devoid of all wages owed, including without limitation, all owed minimum wages,
14 overtime wages, premium wages, vacation pay and/or paid time off wages at the properly accrued
15 rates.

16 **67.** Thus, PLAINTIFF is entitled to penalties under Labor Code section 203.

17 **68.** These violations subject DEFENDANTS to civil penalties under Labor Code section
18 203, 210, and/or 256.

19 **69. Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
20 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
21 their job duties without providing reimbursement, in violation of Labor Code section 2802.

22 **70.** DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
23 requiring them to pay for their business expenses, including, the use of Aggrieved Employees'
24 personal vehicles and/or personal cell phones/mobile devices.

25 **71.** For example, DEFENDANTS required PLAINTIFF to consistently use
26 PLAINTIFF's personal vehicle to carry out PLAINTIFF's assigned job duties, however,
27 DEFENDANTS did not provide PLAINTIFF with any reimbursement for vehicle-related expenses,
28 including without limitation, reimbursement for mileage, cost of fuel and/or cost of wear and tear

1 on the vehicle. As such, DEFENDANTS failed to compensate Aggrieved Employees at the legally
2 mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant
3 period.

4 72. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
5 for all reasonable expenses associated with carrying out their duties required that Aggrieved
6 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
7 2802.

8 73. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
9 engaged in these same herein described unlawful practices, which led to violations of the California
10 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
11 unlawful practices to all of its employees that it applied to PLAINTIFF.

12 **FIRST CAUSE OF ACTION**
13 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
14 **2698, *ET SEQ.***
15 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
16 **Defendants)**

17 74. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

18 **Meal Period Violations**

19 75. California law requires employers to provide employees a duty-free, uninterrupted
20 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
21 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
22 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
23 *Court* (2012) 53 Cal.4th 1004.

24 76. Employers must also provide employees with a second duty-free, uninterrupted thirty
25 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
26 be provided before the end of the 10th hour of work. *Ibid.*

27 77. Employers covered by any and all applicable IWC Wage Orders have an obligation
28 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)

1 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
2 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
3 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
4 provided”).

5 78. Employers must pay employees an additional hour of wages at the employees’
6 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
7 meal period, first meal period provided after five (5) hours, second meal period provided after 10
8 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
9 provide an employee a meal period in accordance with the applicable provision of this Order, the
10 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
11 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

12 79. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
13 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
14 their meal periods due to the nature and constraints of their job duties, and/or commentary from
15 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

16 80. Also, DEFENDANTS implemented policies and practices that failed to relieve
17 Aggrieved Employees of all duties and DEFENDANTS’ control during meal periods, in violation
18 of California meal period law.

19 81. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
20 actual and/or constructive knowledge that their unlawful policies and practices resulted in the denial
21 of compliant meal periods in violation of California's meal period laws.

22 82. DEFENDANTS also failed to pay all owed premiums for missed/otherwise unlawful
23 meal periods in violation of California law and/or failed to pay the proper meal period premium for
24 failure to incorporate all non-discretionary remuneration into the regular rate or compensation for
25 purposes of calculating the owed meal period premium.

26 83. These unlawful meal period policies and practices result in violations of Labor Code
27 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
28 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable

1 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
2 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

3 **Rest Period Violations**

4 84. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
5 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
6 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
7 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
8 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
9 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
10 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
11 1029). The rest period requirement obligates employers to permit and authorize employees to take
12 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
13 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
14 257. If the employer fails to provide any required rest period, the employer must pay the employee
15 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
16 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
17 applicable IWC Wage Order, §12(B).

18 85. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
19 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
20 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
21 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
22 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
23 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
24 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
25 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
26 “onus is on the employer to clearly communicate the authorization and permission [to take rest
27 periods] to its employees.”).

28 86. PLAINTIFF and the Aggrieved Employees were not allowed to take legally

1 compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof.
2 As explained above, rest periods were interrupted, cut short, on duty, and/or otherwise subject to
3 DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,
4 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
5 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

6 87. DEFENDANTS implemented policies and/or practices that failed to relieve
7 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.
8 Aggrieved Employees were pressured to complete their work duties according to a designated
9 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

10 88. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
11 first meal periods as required by California law.

12 89. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and
13 other Aggrieved Employees for each workday in which there was a missed or otherwise unlawful
14 rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS
15 failed to include non-discretionary compensation including but not limited to, bonuses, shift
16 differential pay, and/or other non-discretionary compensation into the regular rate of compensation
17 for purposes of determining the owed rest period premium.

18 90. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
19 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
20 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

21 **Minimum and Overtime Wage Violations**

22 91. California law provides that employees in California must be paid for all hours
23 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
24 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
25 The minimum wage standard applies to each hour employees worked for which they were not paid.
26 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
27 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
28 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

1 92. California law also provides that employees in California must be paid overtime,
2 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
3 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
4 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
5 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
6 consecutive day of work in a work week. *Ibid.*

7 93. As explained above, DEFENDANTS violated California's minimum and overtime
8 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
9 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
10 described above which resulted in unpaid minimum and overtime wages.

11 94. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
12 Aggrieved Employees for all hours worked.

13 95. Based on information and belief, DEFENDANTS had actual or constructive
14 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
15 and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

16 96. Based on information and belief, DEFENDANTS failed and continue to fail to pay
17 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
18 in a week.

19 97. DEFENDANTS also failed to pay twice Aggrieved Employees' regular rate(s) of
20 pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8)
21 hours on the seventh consecutive day of work in a work week, in violation of California's overtime
22 laws.

23 98. Based on information and belief, DEFENDANTS further violated California's
24 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
25 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
26 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
27 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
28 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and

1 other Aggrieved Employees.

2 99. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
3 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
4 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
5 Wage Orders, section 20.

6 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

7 100. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
8 Orders, section 7 require that employers keep the following information on file for each employee
9 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
10 and the corresponding number of hours worked by the employee at each hourly rate, when the
11 employee begins and ends each work period (including meal periods) and split intervals; total hours
12 worked by the employee; all deductions; gross wages earned; and net wages earned.

13 101. Section (b) of Labor Code section 226 further requires employers to "afford current
14 and former employees the right to inspect or receive a copy of records pertaining to their
15 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
16 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
17 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
18 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
19 violation of this subdivision is an infraction." An employer's failure to comply within this timeframe
20 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
21 the employer. Lab. Code section 226(f).

22 102. Personnel Records. In addition to their right to time and pay records, employees, and
23 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
24 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
25 section 432 further specifies that employers must furnish copies of all employment records bearing
26 the employee's signature. Labor Code section 1198.5 also requires that the file be made available
27 for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days
28 from the date the employer receives a written request." An employer's failure to comply within this

1 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
2 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

3 103. Based on information and belief, DEFENDANTS fail to timely produce or make
4 available Aggrieved Employees' personnel records and/or payroll records when requested pursuant
5 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
6 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

7 **Untimely Payment of Final Wages**

8 104. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
9 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
10 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
11 employee not having a written contract for a definite period quits his or her employment, his or her
12 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
13 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
14 to his or her wages at the time of quitting."

15 105. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
16 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
17 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
18 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
19 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also,
20 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

21 106. As explained herein, DEFENDANTS failed and continue to fail to timely pay final
22 wages to PLAINTIFF and Aggrieved Employees upon discharge/separation of employment in
23 violation of Labor Code section 201-202. Also, final paychecks did not include all wages owed as
24 they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium
25 wages, and/or paid time off wages at the properly accrued rates.

26 107. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
27 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
28 256.

1 **Business Expense Violations**

2 108. California law requires employers to indemnify their employees for all necessary
3 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
4 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
5 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
6 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
7 incurred by the employee enforcing the rights granted by this section.”

8 109. Among other things, under California law, when employees must use their personal
9 cellphones for work-related purposes, the employer must reimburse them for a reasonable
10 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
11 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
12 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
13 *Id.* 1144-1145.

14 110. Further, “any contract or agreement, express or implied, made by any employee to
15 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
16 any employee or his personal representative of any right or remedy to which he is entitled to under
17 the laws of this State.” *See* Cal. Lab. Code section 2804.

18 111. As described above, PLAINTIFF and the Aggrieved Employees were improperly
19 required to pay for business expenses that are legally the responsibility of the employer.

20 112. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
21 full reimbursement for all reasonable expenses associated with carrying out their duties required
22 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
23 expenses in violation of Labor Code section 2802.

24 113. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
25 Employees have suffered injury in that they were not completely reimbursed as mandated by
26 California law.

27 114. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
28 full reimbursement for all reasonable expenses associated with carrying out their duties required

1 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
2 expenses in violation of Labor Code section 2802.

3 115. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
4 Employees have suffered injury in that they were not completely reimbursed as mandated by
5 California law.

6 116. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
7 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
8 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
9 Code § 2802 and the applicable Wage Order.

10 **Wage Statement Violations**

11 117. California law requires every employer semi-monthly or at the time of each payment
12 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
13 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
15 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
16 is paid; (7) the name of the employee and only the last four digits of his or her social security number
17 or an employee identification number other than a social security number; (8) the name and address
18 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

20 118. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
21 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
22 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
23 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
24 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
25 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
26 effect during the pay period and the corresponding number of hours worked at each hourly rate by
27 the employee, in violation of Labor Code section 226(a)(9).

28 119. Moreover, due to violations detailed above, including but not limited to,
22

1 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
2 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
3 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
4 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
5 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
6 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
7 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
8 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

9 120. As explained above, wage statements issued by DEFENDANTS failed to list the
10 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
11 policies and practices described above), which results in a violation of Labor Code section 226(a).
12 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
13 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

14 121. Also, wage statements issued by DEFENDANTS failed to list all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked at each hourly
16 rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

17 122. DEFENDANTS' failure to accurately list all hours worked on all wage statements
18 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
19 Employees over whether they received all wages owed to them.

20 123. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
21 they could not easily determine whether they received all wages owed to them and whether they
22 were paid for all hours worked.

23 124. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
24 Aggrieved Employees with accurate, itemized wage statements.

25 125. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
26 Employees have suffered injury. The absence of accurate information on their wage statements has
27 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
28 mathematical computations to determine the amount of wages owed, and will cause difficulty and

1 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
2 submission of inaccurate information about wages and amounts deducted from wages to state and
3 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
4 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
5 and pay records than if DEFENDANT had complied with its legal obligations.

6 126. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
7 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
8 during which the statute provisions were violated. ²

9 127. Under the provisions of PAGA and the above mentioned Labor Code sections,
10 including but not limited to Labor Code sections 201-203, 226, 226.7, 256, 432, 510, 512, 558,
11 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all
12 interpretations of these laws by California Courts and administrative bodies, as well as any other
13 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

14 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
15 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
16 pursuant to Labor Code section 2699(a); and

17 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
18 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
19 by Labor Code section 2699(f).

20 128. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
21 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State
24 of California, and all Aggrieved Employees:

- 25 1. For civil penalties under Labor Code Section 2699;
- 26 2. For an order temporarily, preliminarily and permanently enjoining and
27 restraining DEFENDANTS from engaging in similar unlawful conduct as set

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~24~~ per employee per violation”).

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forth herein;

3. For reasonable attorney’s fees and costs of suit; and

4. For such other and further relief that the Court deems just and proper.

Dated: June 4, 2025

CROSNER LEGAL, PC

By: 

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