

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Desiree Saenz, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

DESIREE SAENZ, on behalf of herself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

SOLIANT HEALTH, LLC, a Delaware Limited Liability Company, and DOES 1 through 10, inclusive.

Defendants.

CASE NO. **25STCV13787**

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

- 1. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 2. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
- 3. FAILURE TO PAY ALL WAGES IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2);**
- 4. KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e));**
- 5. FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
- 6. FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b);**
- 7. FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF (LABOR CODE § 2802);**

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
8. **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF (LABOR CODE § 210, 218);**
9. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200;**
10. **PENALTIES PURSUANT TO LABOR CODE SECTION 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a),(e), 201-203, 204(a)(b), 2802, 210, 218**

DEMAND FOR JURY TRIAL

PLAINTIFF, Desiree Saenz (“Plaintiff”), on behalf of herself and other “aggrieved employees” complains of Defendants as follows:

I. INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382 on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by, Soliant Health, LLC and any subsidiaries or affiliated companies (hereinafter collectively referred to as “Defendants”) within California.

2. For at least four (4) years prior to the filing of this action and continuing to the present (the “liability period”). Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

///

1 3. Plaintiff and Defendant's California employees were required to work off the clock for
2 Defendant. Plaintiff and Defendant's California employees were instructed to work approximately 5-
3 20 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant's California
4 employees were also required to use their personal cell phone for work-related activities while off the
5 clock, such as uploading google documents and calculating percentages, without being compensated
6 for it. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Defendant did not
7 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
8 her regular work hours. These excess hours were not recorded on our client's and Defendant's
9 California employees wage statements. Plaintiff and Defendant's California employees should have
10 been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and
11 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
including all straight time wages, and overtime wages. These failures to pay wages constitute
violations of Labor Code § 510 and 1194.

12 4. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
13 exempt employees. As a result, employees are not properly compensated for work performance in
14 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
15 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
16 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
17 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
18 Defendant's California employees were forced to work overtime and were not paid for all hours
19 worked including all straight time wages, and overtime wages. These failures to pay all overtime
wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

20 5. Defendants failed to issue Plaintiff and Defendant's California employees accurately
21 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
22 employees with all wages due, as detailed above, their wage statements failed to accurately state all
23 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
24 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California
25 employees wage statements' failed to accurately state the name and address of the legal entity that is
26 the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay
period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a

1 result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code
2 §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

3 6. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
4 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
5 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and
6 Defendant's California employees, and the records maintained by Defendants, have not accurately
7 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

8 7. Our client further alleges that Defendants paid her and Defendant's California
9 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
10 were not paid all wages due and owing throughout the course of their employment as a result of
11 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
12 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
Code §§ 201-203.

13 8. Defendant pays Plaintiff and it's California employees on a weekly basis and has failed
14 to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid
15 no later than seven calendar days following the close of the payroll period. Due to the violations
16 described above, Plaintiff and Defendant's California employees did not receive all of their wages
earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

17 9. Defendant failed to reimburse its California employees for using their personal cell
18 phones for the benefit of Defendant. Moreover, Defendant also failed to reimburse Plaintiff and
19 Defendant's California employees for the mileage they incurred performing certain tasks or running
20 errands on behalf of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify
21 his or her employee for all necessary expenditures or losses incurred by the employee in direct
22 consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California
23 employees have incurred reasonable and necessary expenses in the course of their job duties, which
were not reimbursed by Defendant, in violation of Labor Code § 2802.

24 10. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
25 employees as a result of the unlawful employment policies and practices herein. As a result of these
26 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including
27 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice

1 per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages
2 as required by law.

3 11. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
4 & *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
5 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants' California
6 employees.

7 12. Plaintiff, on behalf of herself and all proposed Plaintiff Class members (specifically,
8 the "California Class" as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512,
9 and 558, Labor §§ 510, 1194, 1194.2, Labor § 226(a)(e), 1174(d), Labor Code § 201-203, Labor Code
10 § 204(a)(b), Labor Code § 2802, Labor Code § 210, 218, Business & Professions Code § 17200, et
11 seq.

12 13. Venue as to each Defendant is proper in this judicial district, pursuant to Code
13 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
14 alleged herein took place in Compton, California.

15 II. PARTIES

16 A. PLAINTIFF

17 14. Plaintiff Desiree Saenz is a resident of Hawthorne, California. At all times relevant
18 herein, she was employed by Defendants in Los Angeles County, California. Plaintiff was employed
19 by Defendants as a non-exempt, hourly employee in California, including in and around the city of
20 Compton, County of Los Angeles. During Plaintiff's employment:

21 A. Plaintiff did not receive final wages upon termination.

22 B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time
23 penalties in accordance with Labor Code §§ 201-203.

24 C. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
25 violation of Labor Code § 226(a).

26 D. Plaintiff did not receive her compensation in accordance with Labor Code Section 204 in
27 that Defendant failed to issues wages to its employees within seven (7) calendar days
28 after the pay period ended.

E. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
thereof, as required by the Labor Code and relevant Wage Orders.

F. Plaintiff was required to work either in excess of eight hours per workday or in excess of

forty hours per workweek without receiving compensation at a rate of one and one half the regular rate of pay.

G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for reasonable and necessary expenses in the course of their job duties, in violation of Labor Code § 2802.

B. DEFENDANTS

15. Defendant Soliant Health, LLC is a Delaware Limited Liability Company doing business in Compton, California. It operates within the State of California. Defendants employed Plaintiff and similarly situated employees within California. The violations alleged herein arose in Compton, California.

16. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

17. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the proposed Class.

FACTUAL ALLEGATIONS

18. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were

1 denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order
2 No. 5-2001, Section 12.

3 19. Plaintiff and Defendant's California employees were required to work off the clock for
4 Defendant. Plaintiff and Defendant's California employees were instructed to work approximately 5-
5 20 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant's California
6 employees were also required to use their personal cell phone for work-related activities while off the
7 clock, such as uploading google documents and calculating percentages, without being compensated
8 for it. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Defendant did not
9 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
10 her regular work hours. These excess hours were not recorded on our client's and Defendant's
11 California employees wage statements. Plaintiff and Defendant's California employees should have
12 been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and
13 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
14 including all straight time wages, and overtime wages. These failures to pay wages constitute
15 violations of Labor Code § 510 and 1194.

16 20. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
17 exempt employees. As a result, employees are not properly compensated for work performance in
18 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
19 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
20 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
21 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
22 Defendant's California employees were forced to work overtime and were not paid for all hours
23 worked including all straight time wages, and overtime wages. These failures to pay all overtime
24 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

25 21. Defendants failed to issue Plaintiff and Defendant's California employees accurately
26 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
27 employees with all wages due, as detailed above, their wage statements failed to accurately state all
28 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California
employees wage statements' failed to accurately state the name and address of the legal entity that is
the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay

1 period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a
2 result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code
3 §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

4 22. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
5 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
6 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and
7 Defendant's California employees, and the records maintained by Defendants, have not accurately
8 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
9 premiums, and total hour worked.

10 23. Our client further alleges that Defendants paid her and Defendant's California
11 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
12 were not paid all wages due and owing throughout the course of their employment as a result of
13 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
14 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
15 Code §§ 201-203.

16 24. Defendant pays Plaintiff and it's California employees on a weekly basis and has failed
17 to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid
18 no later than seven calendar days following the close of the payroll period. Due to the violations
19 described above, Plaintiff and Defendant's California employees did not receive all of their wages
20 earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

21 25. Defendant failed to reimburse its California employees for using their personal cell
22 phones for the benefit of Defendant. Moreover, Defendant also failed to reimburse Plaintiff and
23 Defendant's California employees for the mileage they incurred performing certain tasks or running
24 errands on behalf of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify
25 his or her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California
27 employees have incurred reasonable and necessary expenses in the course of their job duties, which
28 were not reimbursed by Defendant, in violation of Labor Code § 2802.

29 26. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
30 employees as a result of the unlawful employment policies and practices herein. As a result of these
31 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including

1 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
2 per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages
3 as required by law.

4 27. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
5 & *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
6 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants' California
employees.

7 **CLASS ACTION ALLEGATIONS**

8 28. Plaintiff brings this action on behalf of herself and all others similarly situated as a
9 Class Action pursuant to § 382 of the Code of Civil Procedure.

10 29. Plaintiff seeks to represent a class composed of and defined as follows:

11 **THE CALIFORNIA CLASS**

12 30. All current and former California employees of Defendants since the date
four (4) year prior to the filing of this complaint.

13 31. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to
14 amend or modify the class description with greater specificity or further division into
subclasses or limitation to particular issues.

15 32. This action has been brought and may properly be maintained as a class
16 action under the provisions of § 382 of the Code of Civil Procedure because there is a
17 well-defined community of interest in the litigation and the proposed Class is easily
18 ascertainable.

19 **A. NUMEROSITY**

20 33. The potential members of the proposed Class as defined are so numerous that joinder
21 of all the members of the proposed Class is impracticable. While the precise number of proposed
22 Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that
23 Defendants currently employ, and during the relevant time periods employed, over seventy-five (75)
Class members in the State of California.

24 34. Accounting for employee turnover during the relevant periods necessarily increases
25 this number substantially. Plaintiff alleges that Defendants' employment records would provide
26 information as to the number and location of all proposed Plaintiff Class members. Joinder of all
27 members of the proposed Class is not practicable.

1 **B. COMMONALITY**

2 35. There are questions of law and fact common to the proposed Class that predominate
3 over any questions affecting only individual Class members. These common questions of law and fact
4 include, without limitation, whether Defendants failed to provide members of the Class with wage
5 statements that fully and accurately itemize the requirements set forth in Labor Code §226(a), accurate
6 final wages, and final wages on the day of termination and or within seventy-two (72) hours of
separation and whether the rest periods were timely made available.

7 **C. TYPICALITY**

8 36. The claims of the named Plaintiff are typical of the claims of the proposed Class.
9 Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and
10 caused by Defendants' common course of conduct in violation of laws, regulations that have the force
and effect of law, and statutes as alleged herein.

11 **D. ADEQUACY OF REPRESENTATION**

12 37. Plaintiff will fairly and adequately represent and protect the interests of the members
13 of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating
14 large employment class actions.

15 **E. SUPERIORITY OF CLASS ACTION**

16 38. A class action is superior to other available means for the fair and efficient
17 adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not
18 practicable, and questions of law and fact common to the proposed Class predominate over any
19 questions affecting only individual members of the proposed Class. Each member of the proposed
20 Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with
Labor Code 226(a).

21 39. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this
action that would preclude its maintenance as a class action.

24 ///

25 ///

26 ///

27 ///

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512 and 558)**

40. Plaintiff incorporates paragraphs 1 through 39 of this Complaint as though fully set forth herein.

41. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

42. Plaintiff and Defendants' California employees were routinely unable, and not authorized to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendants' California employees were unable to take their required meal breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal break to Plaintiff and Defendants' California employees who were denied timely meal breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

43. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal period compensations, which she was owed since she commenced to work for Defendant, according to proof.

44. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

45. Wherefore, Plaintiff seeks to represent request relief as described below.

SECOND CAUSE OF ACTION

**FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512 and 558)**

46. Plaintiff incorporates paragraphs 1 through 45 of this Complaint as though fully set forth herein.

47. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

1 48. Plaintiff and Defendants' California employees were routinely unable, and not
2 authorized to take their 10-minute rest periods for every shift they worked. Specifically, Plaintiff and
3 Defendant's California employees were forced to continue working through their rest breaks in order
4 to assist Defendant's needs. Because of this, Plaintiff and Defendants' California employees were
5 unable to take their required rest breaks. Moreover, Defendants failed to pay premium wages of one
6 hour's pay for each missed rest break to Plaintiff and Defendants' California employees who were
7 denied timely rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-
2001, Section 12.

8 49. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all rest
9 period compensations, which she was owed since she commenced to work for Defendant, according
10 to proof.

11 50. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and
12 prejudgment interest.

13 51. Wherefore, Plaintiff seeks to represent request relief as described below.

14 **THIRD CAUSE OF ACTION**
15 **FAILURE TO PAY ALL WAGES IN VIOLATION OF**
16 **(LABOR CODE §§ 510, 1194, 1194.2)**

17 52. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

19 53. During the liability period, Defendant failed to pay all wages to Plaintiff and
20 Defendant's California employees.

21 54. Plaintiff and Defendant's California employees were required to work off the clock for
22 Defendant. Plaintiff and Defendant's California employees were instructed to work approximately 5-
23 20 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant's California
24 employees were also required to use their personal cell phone for work-related activities while off the
25 clock, such as uploading google documents and calculating percentages, without being compensated
26 for it. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Defendant did not
27 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
28 her regular work hours. These excess hours were not recorded on our client's and Defendant's
California employees wage statements. Plaintiff and Defendant's California employees should have
been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and

1 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
2 including all straight time wages, and overtime wages. These failures to pay wages constitute
3 violations of Labor Code § 510 and 1194.

4 55. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
5 exempt employees. As a result, employees are not properly compensated for work performance in
6 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
7 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
8 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
9 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
10 Defendant's California employees were forced to work overtime and were not paid for all hours
11 worked including all straight time wages, and overtime wages. These failures to pay all overtime
12 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

13 56. As a result, Plaintiff and Defendant's California employees were not paid for all
14 hours worked including all straight time wages, and overtime wages. These failures to pay wages
15 constitute violations of Labor Code § 510 and 1194.

16 57. As a result of the unlawful acts of Defendants in willfully failing to pay all alleges,
17 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
18 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
19 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
20 Code § 1194.2.

21 **FOURTH CAUSE OF ACTION**

22 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**

23 **EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e))**

24 58. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
25 forth herein.

26 59. Section 226(a) of the California Labor Code requires Defendants to provide wage
27 statements to employees. In those wage statements, Defendants must accurately set forth, among
28 other things, the total gross and net wages earned, and all hourly rates in effect, for Plaintiff.
Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

60. Defendants failed to issue Plaintiff and Defendant's California employees accurately
itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California

1 employees with all wages due, as detailed above, their wage statements failed to accurately state all
2 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
3 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California
4 employees wage statements' failed to accurately state the name and address of the legal entity that is
5 the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay
6 period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a
7 result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code
§§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

8 61. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
9 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
10 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
11 Defendant's California employees, and the records maintained by Defendants, have not accurately
12 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

13 62. The wage statements provided to Plaintiff and members of the Class fail to accurately
14 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for
15 Plaintiff. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff
16 has suffered injury as a result of the receipt of defective wage statements, thereby entitling them to
penalties pursuant to Labor Code § 226(e).

17 **FIFTH CAUSE OF ACTION**

18 **FAILURE TO PAY WAGES DUE AT THE TIME OF DISCHARGE IN VIOLATION**
19 **OF LABOR CODE §§ 201-202, RESULTING IN SECTION 203 WAGES AND**
20 **PENALTIES (WAITING TIME PENALTIES)**

21 63. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
22 fully set forth herein.

23 64. At all times material herein, the California Labor Code Sections 201, 202, and
203 were in effect and binding on Defendant.

24 65. California Labor Code § 202 requires employers to pay employees all wages due
25 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent
26 part that "if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately." California Labor Code § 203 provides that if an

1 employer willfully fails to timely pay such wages the employer must, as penalty, continue to
2 pay the subject employee's wages until the back wages are paid in full or an action is
3 commenced. The penalty cannot exceed 30 days of wages.

4 66. Plaintiff was entitled to compensation for unpaid wages, but to date has not
5 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to
6 Plaintiff at the time of her separation of employment from Defendant's. Thus, since Defendant
7 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of her separation of
8 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore
9 entitled to wages and penalties pursuant to Labor Code Section 203.

10 67. More than 30 days have passed since Plaintiff's employment ended with
11 Defendant.

12 68. As a consequence of Defendant's willful conduct in not paying wages owed to
13 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
14 Defendant's failure to timely pay legal wages, together with attorney's fees and cost of suit,
15 and interest pursuant to California Labor Code Section 218.5.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b)**

18 69. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
19 forth herein.

20 70. At all times relevant herein, Labor Code § 204 was in full force and effect and
21 binding on Defendants.

22 71. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
23 earned wages must be paid at least twice a month, on days designated in advance by the employer.
24 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
25 between the 16th and 26th day of the same month. Work performed between the 16th and the last
26 day of the month must be paid between the 1st and 10th day of the following month. (Labor Code §
27 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end
28 of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

72. Defendants pay Plaintiff and its California employees on a weekly basis and have
failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be
paid no later than seven calendar days following the close of the payroll period. Due to the violations

described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

73. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its weekly paid employees.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN VIOLATION OF CALIFORNIA LABOR CODE § 2802

74. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though fully set forth herein.

75. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

76. Defendant failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Moreover, Defendant also failed to reimburse Plaintiff and Defendant's California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

77. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorneys' fees and cost, under Labor Code § 2802.

78. Plaintiff also requests relief as described below.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF (LABOR CODES §§ 210, 218)

79. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

80. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so." Labor Code §§ 1194 and 1197

1 required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
2 established by the Wage Order. Defendants did not pay for all hours worked and frequently required
3 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment
4 practices which resulted in underpayment for hours worked each pay period as more set forth below:

5 81. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
6 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
7 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
8 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,
9 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
10 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
11 to pay wages as required by law.

12 **NINTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION PURSUANT TO** 14 **BUSINESS & PROFESSIONS CODE § 17200**

15 82. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
16 forth herein.

17 83. This is an Action for Unfair Business Practices. Plaintiff Desiree Saenz brings this
18 claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as
19 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and
20 Defendant's California employees as a result of Defendant's failure to comply with the labor code
21 sections as set out above. Plaintiff and Defendant's California employees seek to enforce important
22 rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

23 84. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204,
24 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
25 appropriate equitable relief.

26 85. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business
27 practices.

28 86. Defendants have violated statutes and public policies. Through the conduct alleged in
this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair business
practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff, of rights,

benefits, and privileges guaranteed to Plaintiff under law.

87. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of § 17200 *et. seq.* of the *Business & Professions Code*.

88. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been damaged in a sum as may be proven.

89. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed to pay.

TENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218

90. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

91. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code § 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218.

92. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. With respect to the violation of Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 2802, 210, 218, \$100 for the initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period.

93. These penalties will be allocated 75% to the Labor Workforce Development Agency, and 25% to the affected employees.

94. On March 4, 2025, Plaintiff sent a letter, by certified mail, return receipt requested, to

1 the LWDA and Defendants setting forth the facts and theories of the violations alleged against
2 Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit “A”**). Pursuant to Labor Code §
3 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar
4 days of March 4, 2025. Plaintiff may therefore commence this action to seek penalties pursuant to
Labor Code § 2698 *et seq.*

5 95. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief
6 as described herein.

7 **RELIEF REQUESTED**

8 WHEREFORE, Plaintiff prays for the following relief:

9 1. For a money judgment representing compensatory damages including lost
10 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
together with interest on these amounts, according to proof;

11 2. That Defendants are found to have violated the requirements of Labor Code § 203 for
12 failure to timely pay wages due at termination.

13 3. That Defendants are found to have violated the requirements of Labor Code § 226(e)
14 for failure to comply with itemized employee wage statement provisions.

15 4. That Defendants are found to have violated the requirements of Labor Code §
16 1174(d) for failure to comply with itemized employee wage statement provisions.

17 5. That Defendants are found to have violated the requirements of Labor Code § 1174.5
for failure to comply with itemized employee wage statement provisions.

18 6. That Defendants are found to have violated the requirements of Labor Code § 226.7
19 for failure to provide meal and rest periods or compensation in lieu thereof.

20 7. That Defendants are found to have violated the requirements of Labor Code § 510 for
failure to pay all wages.

21 8. That Defendants are found to have violated the requirements of Labor Code § 1194.2
22 for failure to pay all wages.

23 9. That Defendants are found to have violated the requirements of Labor Code § 204(b)
24 for failure to timely pay employees.

25 10. That Defendants are found to have violated the requirements of Labor Code § 2802
26 for failure to reimburse for business expenses.

27 11. That Defendants are found to have violated the requirements of Labor Code § 210 for

1 failure to pay all hours worked, including overtime hours worked.

2 12. That Defendants are found to have violated the requirements of Business and
3 Professions Code § 17200 et seq.;

4 13. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
5 all other aggrieved employees;

6 14. An award providing for payment of costs of suit pursuant to Labor Code §
7 2699(g)(1);

8 15. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

9 16. An award of prejudgment and post-judgment interest;

10 17. An award providing for payment of costs of suit;

11 18. An award of attorneys' fees; and

12 19. Such other and further relief as this Court may deem just and proper.

13 Dated: May 8, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

14 By: 

15 ROMAN OTKUPMAN
16 Attorneys for Plaintiff

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

19 Dated: May 8, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

20 By: 

21 ROMAN OTKUPMAN
22 Attorneys for Plaintiff

EXHIBIT “A”

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

March 4, 2025

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Soliant Health, LLC
5550 Peachtree Parkway, Ste 500
Peachtree Corners, GA 30092
Defendant certified mail # 9589 0710 5270 2373 3689 51

VIA CERTIFIED MAIL

Agent for Service of Process
1505 Corporation
C T Corporation System
Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203
Agent certified mail # 9589 0710 5270 2373 3689 68

VIA CERTIFIED MAIL

Soliant Health, LLC – Compton Unified School District
5550 Peachtree Parkway, Ste 500
Peachtree Corners, GA 30092
Defendant certified mail # 9589 0710 5270 2373 3689 51

VIA CERTIFIED MAIL

Rosecrans Elementary School
1301 N. Acacia Ave
Compton, CA 90222
Defendant certified mail # 9589 0710 5270 2373 3689 75

Re: ***Desiree Saenz v. Soliant Health, LLC, Soliant Health, LLC – Compton Unified School District, Rosecrans Elementary School – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Labor & Workforce Development Agency
Soliant Health, LLC
Soliant Health, LLC – Compton Unified School District
Rosecrans Elementary School
March 4, 2025
Page 2

Dear Sir or Madam:

This office represents Desiree Saenz (“Plaintiff”), a former California employee of Soliant Health, LLC, Soliant Health, LLC – Compton Unified School District, Rosecrans Elementary School (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants in or around March of 2022. While working for Defendant as a Behavioral Therapist, Plaintiff was earning (\$37.00 dollars per hour.

Plaintiff and Defendant’s California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant’s California employees were forced to continue working through their meal and rest breaks in order to assist Defendant’s needs. Because of this, Plaintiff and Defendant’s California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendant’s California employees were required to work off the clock for Defendant. Plaintiff and Defendant’s California employees were instructed to work approximately 5-20 minutes after they had clocked out to finish their assignments. Plaintiff and Defendant’s California employees were also required to use their personal cell phone for work-related activities while off the clock, such as uploading google documents and calculating percentages, without being compensated for it. It took Plaintiff on the average of 5-10 minutes to complete these tasks. Defendant did not compensate Plaintiff and Defendant’s California employees if these tasks were completed outside of her regular work hours. These excess hours were not recorded on our client’s and Defendant’s California employees wage statements. Plaintiff and Defendant’s California employees should have been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant’s California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess

of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5). Plaintiff and the California employees wage statements' failed to accurately state the name and address of the legal entity that is the employer in violation of Labor Code § 226(a)(8), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

Our client further alleges that Defendants paid her and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and it's California employees on a weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

Defendant failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Moreover, Defendant also failed to reimburse Plaintiff and Defendant's

Labor & Workforce Development Agency
Soliant Health, LLC
Soliant Health, LLC – Compton Unified School District
Rosecrans Elementary School
March 4, 2025
Page 4

California employees for the mileage they incurred performing certain tasks or running errands on behalf of Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

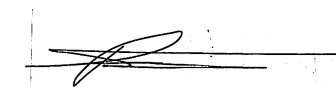
Defendants failed to pay all wages earned to Plaintiff and Defendant’s California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant’s California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN