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Attorneys for Plaintiff LUIS CRESPIAN as a designated Private Attorney General, pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

LUIS CRESPIAN, as a designated Private Attorney General

Plaintiff,

v.

GLORIA LINAREZ DBA AUTOMEDIC TRANSPORTATION, LINAREZ & CRUMP, INC.; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **CVRI 2300740**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff LUIS CRESPIAN ("Plaintiff") complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 section 2698 et seq. as a result of one or more of the violations of the California Labor Code
6 alleged herein by Defendant GLORIA LINAREZ doing business as AUTOMEDIC
7 TRANSPORTATION and Defendant LINAREZ & CRUMP, INC. ("Defendants"). The term
8 "RELEVANT TIME PERIOD" or "TIME PERIOD" is defined as one (1) year and sixty-five (65)
9 days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right
10 to amend this complaint to reflect a different "Time Period" as further discovery is conducted.

11 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
12 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
13 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
14 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
15 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
16 due upon termination of employment.

17 3. At all relevant times herein, Defendants have consistently maintained and enforced
18 the following unlawful policies and practices against its workforce by:

- 19 (a) Willfully refusing to pay all hours worked, including both regular and overtime
20 wages;
- 21 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
22 wages;
- 23 (c) Willfully refusing to reimburse necessary business expenses;
- 24 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
25 adequate compensation in lieu thereof; and
- 26 (e) Willfully refusing to pay all wages due upon separation of employment;

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JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

6. The California Superior Court has jurisdiction in the matter, because of the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Riverside, State of California.

THE PARTIES

8. Plaintiff was employed by the Defendants from in or around July 2020 through January 2022. Throughout the Relevant Time Period, Plaintiff worked for Defendants in the County of Riverside. Plaintiff was always paid an hourly wage, and was deemed a non-exempt hourly employee by Defendants.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendants provide medical transportation services to patients throughout the state of California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed believes, and 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 operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as Private Attorney General pursuant to the Private Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on November 16, 2022, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A. An amended notice was uploaded to the LWDA website and sent to the LWDA and Defendants. A true and correct copy is attached hereto as Exhibit B.

1 15. More than sixty-five (65) days have passed since Plaintiff submitted his November
2 16, 2022, notice to the LWDA and Defendants of the specific alleged Labor Code violations, and
3 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
4 Plaintiff further has received no notice of Defendants intent to cure any of the alleged violations.
5 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
6 Attorney General with regard to his November 16, 2022, PAGA notice.

7 **FACTUAL ALLEGATIONS**

8 16. This lawsuit arises out of an ongoing wrongful scheme by Defendants to deny its
9 employees the benefits due under California's wage and hour laws for work performed in
10 California. Defendants wrongfully refused to compensate its employees for minimum wages,
11 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
12 wage statements, reimbursement and pay wages owed at the end of the employment, as required
13 under California law.

14 17. Throughout the Relevant Time Period, Defendants employed hourly non-exempt
15 positions throughout California. Defendants compensated said positions at an hourly rate less than
16 twice that of the state minimum wage and such positions remained under the direct control and
17 supervision of Defendants. Accordingly, these positions remain non-exempt from California's
18 wage and hour laws yet Defendants failed to pay overtime, and otherwise pay all wages due to
19 these non-exempt employees as required by law.

20 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants'
21 policies and practices described herein are common within the State of California.

22 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
23 herein mentioned, Defendants were advised by skilled lawyers, employees and other
24 professionals who were knowledgeable about California's wage and hour laws, employment and
25 personnel practices, and the requirements of California law.

26 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that by not compensating its employees for all hours worked, including
28 minimum, regular, and overtime wages, for work that was required to be performed was in

1 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
2 Defendants failed to pay its employees earned wages by failing to compensate at the mandatory
3 minimum wage. Defendants also failed to pay its employees at the requisite overtime and double
4 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

5 21. Plaintiff alleges that Defendants failed to compensate its employees at the legally
6 mandated wage rates for all hours worked. Specifically, Defendants would automatically deduct
7 a 30-minute meal period for Plaintiff and other aggrieved employees even when Defendants did
8 not in fact provide a meal period. Defendants also failed compensate Plaintiff and certain
9 aggrieved employees for time spent maintaining Defendants' uniform in violation of the Labor
10 Code.

11 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that it was required to provide its employees with itemized wage statements
13 that accurately showed their actual hours worked, total hours worked, number of hours worked at
14 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
15 accordance with California law. In violation of the Labor Code, Defendants failed to provide its
16 employees with accurate itemized wage statements showing their rate of pay, the actual hours
17 worked, correct premium wages earned per pay period, as well as the total hours work per pay
18 period.

19 23. By failing to include on its wage statements all minimum wage and overtime owed,
20 Defendants failed to keep and provide accurate wage statements in violation of the California
21 labor code.

22 24. Defendants willfully failed to reimburse its employees for necessary business
23 expenses incurred during their employment with Defendants. Specifically, Defendants failed to
24 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
25 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
26 their duties and maintaining Defendants' uniform.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
28 or should have known that its employees were entitled to timely payment of wages due upon

1 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
2 within permissible time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff As a Private Attorney General Against All Defendants)**

7 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
8 complaint as if fully set forth herein.

9 27. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek shall be compensated at a rate of no less than one (1) and one-half
11 (1/2) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
12 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
13 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

14 28. Defendants' employees regularly worked over eight (8) hours per day and forty
15 (40) hours per week. Defendants failed to pay its employees minimum wage for all hours worked
16 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
17 (40) hours per week for work performed for the Defendants. Plaintiff alleges that Defendants
18 maintained, and has maintained throughout the Relevant Time Period, a consistent policy of
19 failing to pay its employees for all hours worked. Specifically, Defendants maintained a policy of
20 failing to record all hours Plaintiff and Plaintiff Class worked for time spent maintaining
21 Defendants' uniform and time spent working through meal periods wherein they were off-the-
22 clock.

23 29. Since the LWDA has not indicated that it will be investigating more than sixty-
24 five (65) days since Plaintiff provided notice, and because Defendants took no corrective action
25 to remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any
26 and all penalties otherwise capable of being collected by the Labor Commission, the LWDA
27 and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the
28 following, as set forth in Labor Code section 2699.5, which provides that section 2699.3,

subdivision (a), applies to any alleged violation of the following provisions: 510 and 1194.

30. Plaintiff is informed and believes that Defendants have violated, and continues to violate, provisions of the Labor Code and applicable Wage Orders related to the payment of minimum wages and overtime.

31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

SECOND CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

35. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendants maintain, and has maintained throughout the Relevant Time Period, a policy and practice of failing to provide lawful work-free meal periods to Plaintiff and aggrieved employees, for the days on which non-exempt employees work periods in excess of five (5) hours and a second (2nd) meal period on days which non-exempt employees work periods in excess of ten (10) hours. Plaintiff and

aggrieved employees were routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal period as a result of Defendants' failure to provide adequate staffing and or properly schedule Plaintiff and Plaintiff Class for timely uninterrupted work-free meal period. In fact, if Plaintiff and aggrieved employees were provided the opportunity to take a meal period, their meal periods were interrupted because they had to attend to task such attending to patients, answering calls/texts with managers, amongst other things.

36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

39. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF

(Plaintiff As a Private Attorney General Against All Defendants)

41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

42. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes

rest time per four (4) work hours, or major fraction thereof.

43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendants' uniform policies and practices.

44. As described above, Defendants failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

FOURTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED

WAGE STATEMENTS

(Plaintiff As a Private Attorney General Against All Defendants)

47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

48. Labor Code section 226, subdivision (a), states in pertinent part that, "every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and

only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

49. Defendants knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO REIMBURSE

NECESSARY BUSINESS EXPENDITURES

(Plaintiff As a Private Attorney General Against All Defendants)

52. Plaintiff realleges and incorporates by reference the allegations in the preceding paragraphs.

53. Labor Code section 2802 states that "An 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...."

1 54. Defendants failed to reimburse its employees for necessary expenditures as a direct
2 consequence of the discharge of their duties.

3 55. Defendants knowingly, willingly, and intentionally attempted to offset the cost of
4 doing business on its employees in violation of the California labor code.

5 56. Defendants have a corporate practice and policy of requiring its employees to
6 shoulder the burden of Defendants' cost of doing business by failing to reimburse its employees
7 for necessary business expenditures, specifically requiring employees to maintain Defendants'
8 uniform and requiring employees to utilize their personnel cell phones in direct consequence of
9 the discharge of their duties to Defendants.

10 57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
11 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
12 recover any and all penalties for each and every violation shown to exist or to have occurred
13 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
14 otherwise only available to public agency enforcement actions. Funds recovered will be
15 distributed in accordance with the PAGA.

16 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
17 section 2699, subdivision (g)(1), and prejudgment interest.

18 **SIXTH CAUSE OF ACTION**

19 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

20 **TERMINATION OF EMPLOYMENT**

21 **(Plaintiff As a Private Attorney General Against All Defendants)**

22 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
23 complaint as if fully set forth herein.

24 60. Employees who ended their employment with Defendants during the Relevant
25 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
26 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
27 and 203.

28 ///

1 61. Defendants refused and/or failed to promptly compensate its employees for wages
2 owed as a result of Defendants' failure to properly pay meal and rest break premiums, and
3 minimum and overtime compensation owed for work performed for Defendants.

4 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
5 Act (2004), and more specifically, Labor Code §2698 et seq, will seek any and all penalties
6 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
7 each of the following, as set forth in Labor Code section 2699.5, which provides that section
8 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
9 226, 226.7, 510, 512, 1174, 1194, and 2802.

10 63. Plaintiff, as a personal representative of the general public, will and does seek to
11 recover any and all penalties for each and every violation shown to exist or to have occurred
12 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
13 otherwise only available to public agency enforcement actions. Funds recovered will be
14 distributed in accordance with the PAGA.

15 64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
16 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

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1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC


Kevin Mahoney, Esq.

EXHIBIT A



Dionisios Aliazis
(562) 590-5550 phone
(562) 590-8400 facsimile
daliazis@mahoney-law.net

November 16, 2022

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3169

Gloria Linarez (doing business as "Automedic Transportation")

6090 Clay St.

Riverside, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3176

Gloria Linarez (doing business as "Automedic Transportation")

5360 Mission Blvd.

Riverside, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3183

Linarez & Crump, Inc.

5360 Mission Blvd.

Riverside, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3190

Maria Elsa Crump

5360 Mission Blvd.

Riverside, CA 92509

Re: Crespin v. Gloria Linarez (dba "Automedic Transportation")

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Gloria Linarez, dba "Automedic Transportation," and Linarez & Crump, Inc. (collectively, "Automedic"); Maria Elsa Crump, supervisor acting on behalf of Automedic ("Crump"); and the California Labor and Workforce Development Agency ("LWDA").

From: Luis Crespin ("Crespin"), through his counsel, Mahoney Law Group, APC.

Statement of Representation

Please note that this firm, Mahoney Law Group, APC, represents Louis Crespin.

Labor Code Sections Alleged to Have Been Violated

Crespin was employed by Automedic from about July 2020, to on or about January 18, 2022, as a driver for Automedic, transporting Automedic's clients. Acting on behalf of Automedic, Crump was Crespin's supervisor. Crespin alleges that Automedic and Crump violated California Labor Code sections 201, 202, 203, 221, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802.

Facts and Theories Supporting the Allegations

Failure to Record and Pay for all Hours Worked (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Crespin worked for Automedic from about July 2020 to on or about January 18, 2022, as a driver, transporting Automedic's clients. Crespin worked full-time, and often shifts of twelve or more hours. Crespin alleges that Automedic regularly and willfully failed to *report*, on wage statements Automedic provided Crespin, the hours that Crespin reported on Crespin's time cards. Moreover, Crump, acting on behalf of Automedic, ordered Crespin to deduct time from his time cards for meal periods, whether Crespin took time off or not. As a result, Crespin's wage statements failed to reflect the correct hours Crespin worked, and the gross and net wages Crespin earned. Crespin further alleges that Automedic willfully failed to *pay* Crespin for all the hours Crespin reported on his time cards and all hours Crespin worked. These hours included both regular and overtime hours (work consisting of eight or less hours per day, and work consisting of more than eight hours per day and/or forty hours per week).

Crespin further alleges that Automedic required Crespin to maintain work shirts, containing Automedic's business logo. Crespin regularly washed and dried these shirts, and Automedic failed to pay Crespin for the time Crespin spent washing and drying the shirts. Moreover, Crump, acting on behalf of Automedic, ordered Crespin to note 30-minute meal periods on Crespin's time cards, whether Crespin took meal periods or not. As a result, Crespin had to mark as off duty time that was on-duty. Automedic knew or should have known that Crespin worked these "off the clock" hours, but Automedic failed to *report* these hours on Crespin's wage statements, and failed to *pay* Crespin for these hours worked. When Crespin's employment with Automedic was terminated, Automedic willfully failed to pay Crespin all wages Crespin earned working for Automedic (including wage premiums for meal and rest period violations), and Automedic has yet to pay Crespin these wages, or penalties for failing to pay wages at termination of employment. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1.

Failure to Authorize and Permit Rest Periods; Failure to Report Wages Due for Failing to Authorize and Permit Rest Periods; and Failing to Pay Wages for Failing to Authorize and

Permit Rest Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Crespin alleges that Automedic willfully failed to authorize and permit Crespin to take duty-free rest periods. Crespin regularly worked shifts lasting longer than 3.5 hours without being relieved of duty for ten-minute rest periods for each four-hour period (or major fraction thereof) Crespin worked. Crump and Automedic failed to communicate to Crespin that Crespin was entitled to duty-free rest periods. When Crespin asked about taking rest-periods, Crump, acting on behalf of Automedic, told Crespin to take any break while on duty, in the car, so he could receive calls on his cell phone from Automedic to pick up Automedic's clients. Automedic had a practice, enforced by Crump, of requiring Crespin to remain on duty at all times and attend to Automedic's business needs. Automedic failed to *report* the wage premiums due to Crespin, for rest period violations, on Crespin's wage statements. Automedic also failed to *pay* Crespin premium wages for these rest period violations. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Failure to Provide Meal Periods; Failure to Report Wages Due for Failing to Provide Meal Periods; and Failing to Pay Wages for Failing to Provide Meal Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Crespin further alleges that Automedic regularly failed to provide thirty-minute, duty-free meal periods to Crespin when Crespin worked shifts longer than five hours, by requiring Crespin to remain on duty and tend to Automedic's business needs. Crump and Automedic failed to inform Crespin that he could take thirty-minute, duty-free meal periods for shifts lasting longer than five hours. In fact, Crump and Automedic required Crespin to have his cell phone on him and be on-call to receive pick-up instructions at all times during his shifts. When Crespin asked about taking meal-periods, Crump, acting on behalf of Automedic, ordered Crespin to take any break while on duty, in the car, so he could receive calls on his cell phone from Automedic, to pick up Automedic's clients. Crespin further alleges that Automedic failed to provide Crespin with second meal periods when Crespin worked shifts longer than ten hours. Automedic failed to *report* the wage premiums due to Crespin, for meal period violations, and all hours worked, on Crespin's wage statements. Automedic also failed to *pay* Crespin wage premiums for these meal period violations, and for all hours worked. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 558, 558.1, 1194, and 1194.2.

Failure to Reimburse for Necessary Business Expenses (Labor Code Section 2802)

Crespin alleges that Automedic, and Crump, acting on behalf of Automedic, required Crespin to use his cell phone for work-related purposes. Automedic required that Crespin download an app on Crespin's personal cell phone and regularly use the cell phone to access the app and clock in and out for work, and to be on-call throughout his shift to receive phone calls with instructions to transport Automedic's clients. Automedic also required Crespin to maintain work shirts with Automedic's business logo (as described above). Automedic failed to reimburse Crespin for expenses Crespin incurred for the above-noted cell phone usage and washing and drying the unique work shirts. On information and belief, Crespin alleges that these practices were common to other employees. Additionally, on about seven occasions, Crespin had to pay, from his funds, to put gas in Automedic's vehicle, but was not reimbursed. Moreover,

Automedic required Crespín to regularly take Automedic's vehicle to the car wash to wash the vehicle with his personal funds, but did not reimburse Crespín. Automedic also made Crespín purchase gloves, disinfectant, and face masks for work, but did not reimburse Crespín. These practices violate Labor Code section 2802.

Unlawful Deductions from Crespín's Wages (Labor Code Section 221)

Crespín alleges that Automedic withheld Crespín's wages to satisfy a debt Automedic alleged that Crespín owed to Automedic. This practice violates Labor Code section 221.

Conclusion

Should the LWDA decline to investigate the violations alleged in this letter, Mr. Crespín intends to bring a PAGA action to seek civil penalties, not wages, on behalf of the LWDA, himself, and other employees, for the violations described in this letter. Thank you for your consideration.

Sincerely,

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

Dionisios Allazis, Esq.

MAHONEY LAW GROUP, APC

EXHIBIT B



Kevin Mahoney, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

December 7, 2022

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/308>

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3558

Gloria Linarez (doing business as "Automedic Transportation")

6090 Clay Street

Jurupa Valley, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3565

Gloria Linarez (doing business as "Automedic Transportation")

5360 Mission Blvd.

Riverside, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3572

Linarez & Crump, Inc.

5360 Mission Blvd.

Jurupa Valley, CA 92509

VIA U.S. CERTIFIED MAIL #7022 2410 0000 2418 3589

Maria Elsa Crump

5360 Mission Blvd.

Riverside, CA 92509

Re: Crespin v. Gloria Linarez, et al.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: Gloria Linarez and Linarez & Crump, Inc. (collectively, "Automedic"); Maria Elsa Crump, supervisor acting on behalf of Automedic ("Crump"); and the California Labor and Workforce Development Agency ("LWDA")

From: Luis Crespin ("Crespin"), through his counsel, Mahoney Law Group, APC.

Statement of Representation

Please note that this firm, Mahoney Law Group, APC, represents Louis Crespin.

Labor Code Sections Alleged to Have Been Violated

Crespin was employed by Automedic from about July 14, 2020, to on or about January 18, 2022, as a driver for Automedic, transporting Automedic's clients. Acting on behalf of Automedic, Crump was Crespin's supervisor. Crespin alleges that Automedic and Crump violated California Labor Code sections 201, 202, 203, 221, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, 1197.1, and 2802.

Facts and Theories Supporting the Allegations

Failure to Record and Pay for all Hours Worked (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Crespin makes the following allegations: (1) Crespin worked full-time for Automedic, and often shifts of twelve or more hours; (2) Automedic regularly and willfully failed to *report*, on wage statements Automedic provided Crespin, the hours that Crespin reported on Crespin's time cards; (3) Crump, acting on behalf of Automedic, ordered Crespin to deduct time from his time cards for meal periods, whether Crespin took time off or not; (4) The wage statements Automedic provided Crespin failed to reflect the correct hours Crespin worked, and the gross and net wages Crespin earned; (5) Automedic willfully failed to *pay* Crespin for all the hours Crespin reported on his time cards and all hours Crespin worked, including regular and overtime hours (work consisting of eight or less hours per day, and work consisting of more than eight hours per day and/or forty hours per week).

Crespin makes the following further allegations: (1) Automedic required Crespin to maintain work shirts, containing Automedic's business logo; (2) Crespin regularly washed and dried these shirts; (3) Automedic failed to pay Crespin for the time Crespin spent washing and drying the shirts; (4) Crump, acting on behalf of Automedic, ordered Crespin to note 30-minute meal periods on Crespin's time cards, whether Crespin took meal periods or not; (5) Automedic knew or should have known that Crespin worked these "off the clock" hours, but Automedic failed to *report* these hours on Crespin's wage statements, and failed to *pay* Crespin for these hours worked; (6) When Crespin's employment with Automedic was terminated, Automedic willfully failed to pay Crespin all wages Crespin earned working for Automedic (including wage premiums for meal and rest period violations), and Automedic has yet to pay Crespin these wages, or penalties for failing to pay wages at termination of employment. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1.

Failure to Authorize and Permit Rest Periods; Failure to Report Wages Due for Failing to Authorize and Permit Rest Periods; and Failing to Pay Wages for Failing to Authorize and Permit Rest Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Crespin makes the following allegations: (1) Automedic willfully failed to authorize and permit Crespin to take duty-free rest periods; (2) Crespin regularly worked shifts lasting longer than 3.5 hours without being relieved of duty for ten-minute rest periods for each four-hour period (or major fraction thereof) Crespin worked; (3) Crump and Automedic failed to communicate to Crespin that he was authorized and permitted to take duty-free rest periods; (4) Crump, acting on behalf of Automedic, told Crespin to take any break while on duty, in the car, so he could receive calls on his cell phone from Automedic to pick up Automedic's clients; (5) Automedic had a practice, enforced by Crump, of requiring Crespin to remain on duty at all times during his shifts; (6) Automedic failed to *report* the wage premiums due to Crespin, for rest period violations, on Crespin's wage statements; (7) Automedic failed to *pay* Crespin premium wages for these rest period violations. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 558, and 558.1)

Failure to Provide Meal Periods; Failure to Report Wages Due for Failing to Provide Meal Periods; and Failing to Pay Wages for Failing to Provide Meal Periods (Labor Code Sections 201, 202, 203, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197, and 1197.1)

Crespin makes the following allegations: (1) Automedic regularly failed to provide duty-free, thirty-minute meal periods to Crespin when Crespin worked shifts longer than five hours, by requiring Crespin to be on duty at all times during his shifts; (2) Crump and Automedic failed to inform Crespin that he could take duty-free meal periods for shifts lasting longer than five hours; (3) Crump and Automedic required Crespin to have his cell phone on him and be on-call to receive pick-up instructions at all times during his shifts; (4) Crump, acting on behalf of Automedic, ordered Crespin to take any break while on duty, in the car, so he could receive calls on his cell phone from Automedic to pick up Automedic's clients; (5) Automedic failed to provide Crespin with second meal periods when Crespin worked shifts longer than ten hours; (6) Automedic failed to *report* the wage premiums due to Crespin for meal period violations, and all hours worked, on Crespin's wage statements; (7) Automedic failed to *pay* Crespin wage premiums for these meal period violations, and for all hours worked. On information and belief, Crespin alleges that these practices were common to other employees. These practices violate Labor Code sections 201, 202, 203, 226, 226.7, 510, 558, 558.1, 1194, and 1194.2.

Failure to Reimburse for Necessary Business Expenses (Labor Code Section 2802)

Crespin makes the following allegations: (1) Automedic, and Crump, acting on behalf of Automedic, required Crespin to use his cell phone for work-related purposes; (2) Automedic required that Crespin download an app on Crespin's personal cell phone and regularly use the cell phone to access the app and clock in and out for work, and be on-call throughout his shift to receive phone calls with instructions to transport Automedic's clients; (3) Automedic required Crespin to

maintain work shirts with Automedic's business logo (as described above); (4) Automedic failed to reimburse Crespín for expenses Crespín incurred for the above-noted cell phone usage and washing and drying of the work shirts. On information and belief, Crespín alleges that these practices were common to other employees. Crespín further alleges that on about seven occasions, Crespín had to incur expense to put gas in Automedic's vehicle, but was not reimbursed; that Automedic required Crespín to incur expense to regularly take Automedic's vehicle to the car wash to wash the vehicle, but did not reimburse Crespín; and that Automedic required Crespín to purchase gloves, disinfectant, and face masks for work, but did not reimburse Crespín. These practices violate Labor Code section 2802.

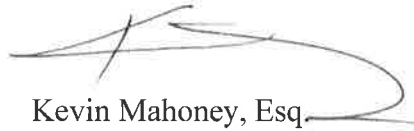
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Conclusion

Should the LWDA decline to investigate the violations alleged in this letter, Mr. Crespín intends to bring a PAGA action to seek civil penalties, not wages, on behalf of the LWDA, himself, and other employees, for the violations described in this letter. Thank you for your consideration.

Sincerely,



Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC