

1 Janelle Carney (#201570)

2 **JANELLE CARNEY- ATTORNEY AT LAW, APC**

SUMMONS ISSUED

3 14758 Pipeline Avenue, Suite E

4 Chino Hills, CA 91709

5 Phone: 909.521.9609

6 Fax: 909.393.0471

7 email: Janelle@JanelleCarneyLaw.com

8 Anna R. Salusky, Esq. (SBN:222484)

9 SALUSKY LAW GROUP, APC

10 3738 Bayer Avenue, Suite 104

11 Long Beach, CA 90808

12 Tel: (562)855-0004

13 Fax: (562)855-0002

14 asalusky@saluskylaw.com

Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

15 Attorneys for Plaintiff, JEFFREY MANSAPIT

16 SUPERIOR COURT OF CALIFORNIA

17 COUNTY OF CONTRA COSTA

18 JEFFREY MANSAPIT, an individual on
19 behalf of himself and the general public,

20 Plaintiff,

21 vs.

22 IMAGEFIRST OF SAN FRANCISCO, LLC,
23 a Delaware limited liability company, and
24 DOES 1-100, inclusive,

25 Defendants.

CASE NO. C25-02738

Hon.

Dept.

COMPLAINT

1. Age/Race Discrimination in Violation of the FEHA;
2. Retaliation in Violation of the FEHA;
3. Failure to Prevent Discrimination and Retaliation in Violation of the FEHA;
4. Whistleblower;
5. Violation of B&PC §17200, et seq.
6. Failure to Pay Overtime
7. Failure to Provide Meal Periods
8. Violation of Labor Code § 226
9. Failure to Reimburse (Labor Code § 2802)
10. Wrongful Termination in Violation of Public Policy
11. Penalties Under PAGA Labor Code §2698, et seq.
12. OSHA reporting violation

DEMAND FOR JURY TRIAL

1 Plaintiff JEFFREY MANSAPIT ("Plaintiff") hereby brings a complaint for damages against
2 IMAGE FIRST SAN FRANCISCO, LLC, a Delaware limited liability company, and DOES 1-100,
3 inclusive (collectively, "Defendants") and states and alleges as follows:

4 **PRELIMINARY ALLEGATIONS**

5 1. At all times relevant hereto, Plaintiff was an adult residing in the State of California.
6 Plaintiff was employed by Defendant as a Maintenance Technician at ImageFirst of San Francisco,
7 LLC, located at 701 Willow Pass Rd #10, Pittsburg, CA 94565, from November 2023 through
8 April 22, 2025.

9 2. Defendant IMAGEFIRST OF SAN FRANCISCO, LLC ("IMAGEFIRST" or
10 "DEFENDANT"), is a Delaware limited liability company, operating in and under the laws of the
11 State of California.

12 3. At all times relevant hereto, Defendant is and was an "employer" as that term is
13 defined by California Government Code § 12926(d).

14 4. At all times relevant hereto, Plaintiff is and was an "employee" as that term is
15 defined by California Government Code § 12926(c).

16 5. At all times herein mentioned the FEHA was in full force and effect and was binding
17 on Defendants, and each of them, as Defendants regularly employed five (5) or more persons.

18 6. The true names and capacities of the defendants named herein as Does 1 through
19 100, inclusive, whether individual, corporate, associate, or otherwise, are unknown to Plaintiff, who
20 therefore sues such defendants by fictitious names pursuant to Code of Civil Procedure section 474.
21 Plaintiff is informed and believes, and based thereon alleges, that each of the fictitiously named
22 defendants is responsible in the manner set forth herein, or some other manner, for the occurrences
23 alleged herein, and that the damages as alleged herein were proximately caused by their conduct.
24 Plaintiff will amend this complaint to show the true names and capacities of each of the fictitiously
25 named defendants when such names and capacities have been determined.

26 7. Hereinafter in the Complaint, unless otherwise specified, reference to a Defendant or
27 Defendants shall refer to all Defendants, and each of them.

8. At all times relevant, Defendants, directly or indirectly, were the employers and/or joint employers of Plaintiff.

9. At all times relevant, Defendants jointly determined, shared, or allocated the power to direct, control, or supervise Plaintiff through direct and/or indirect means.

10. At all times relevant, Defendants jointly controlled all aspects of Plaintiff's work duties, set her pay, and determined her schedule.

11. At all times relevant, Defendants formally and/or as a matter of practice, jointly determined, shared, or allocated the power to – directly or indirectly – hire or terminate Plaintiff, or to modify the terms of, or conditions of, her employment.

12. At all times relevant, Defendants jointly reaped benefits from the unlawful employment practices alleged herein.

JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction pursuant to Gov. Code § 12965(b) for claims arising under the California Fair Employment and Housing Act, Gov. Code § 12900, *et seq.* (hereinafter, “FEHA”).

14. Venue is proper in this Court as Defendant maintains locations in Contra Costa County, California; because Defendant employed Plaintiff in Contra Costa County; and because the conduct complained of in this complaint occurred in Contra Costa County.

EXHAUSTION OF ADMINISTRATIVE PROCEEDINGS

15. On July 29, 2025, prior to initiating this complaint, Plaintiff filed with the California Civil Rights Department, a Complaint of Discrimination, Harassment, and Retaliation against Defendant IMAGEFIRST. On July 29, 2025, the CCRD issued a Right-to-Sue letter to Plaintiff, authorizing him to file a private lawsuit against Defendant in order to enforce his rights under FEHA to full and equal employment opportunities free from unlawful discrimination. Attached hereto as **Exhibit 1** is a true and correct copy of the Right-to-Sue letter.

16. Plaintiff has therefore exhausted all administrative remedies required by FEHA as a prerequisite to filing this action.

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1 **FACTUAL ALLEGATIONS**

2 17. Plaintiff is a 62-year-old Filipino male who worked for Defendant from November
3 2023 to April 22, 2025, when he was terminated.

4 18. Plaintiff started to complain about safety issues on or about August 21, 2024 and
5 then on September 17, 2024. Plaintiff's complaints fell on deaf ears.

6 19. Plaintiff filed a complaint with the California Department of Industrial Relations,
7 Division of Occupational Safety and Health (DOSH), regarding Defendant's failure to implement
8 its Lockout/Tagout program.

9 20. DOSH sent a letter to Defendant dated March 14, 2025, instructing Defendant to
10 make certain corrections to cure the violation.

11 21. Although DOSH did not reveal the identity of Plaintiff, Defendant was aware that
12 Mr. Mansapit had made the complaint, and began to retaliate by harassing Plaintiff.

13 22. Defendant gave Plaintiff a written warning for policy violations, behavior issues,
14 and performance issues before ultimately terminating Plaintiff on or about April 22, 2025.

15 23. Plaintiff never had any behavior or performance issues prior to reporting Defendant
16 to DOSH.

17 24. Further, Plaintiff was subject to discrimination and retaliation based on his age and
18 race.

19 **FIRST CAUSE OF ACTION**

20 **RACE/AGE DISCRIMINATION IN VIOLATION OF THE FEHA**

21 **[Gov. Code §12940, et seq.]**

22 **(By Plaintiff against all Defendants)**

23 25. Plaintiff restates and incorporates by this reference each and every preceding
24 paragraph in this complaint as though fully set forth at this point

25 26. Plaintiff was an employee of employer, Defendant, at all times relevant to this
26 action.

27 27. Defendants' conduct as herein alleged violated the California Fair Employment and
28 Housing Act ("FEHA"), which makes it an unlawful employment practice for an employer to

1 discharge or discriminate against an employee in the terms, conditions, and privileges of
2 employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual
3 orientation, marital status, national origin, ancestry, mental and physical disability, medical
4 condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave
5 and/or retaliation for protesting illegal discrimination related to one of these categories Cal. Gov't
6 Code § 12940, 12940.1, 12945, 12945.2.

7 28. Defendants, and each of them, discriminated against Plaintiff in violation of the
8 FEHA when, inter alia, they: terminated him from a job he was qualified for; refused to address his
9 complaints of safety, and discriminated and retaliated against him due to his age and race.

10 29. As evidenced by the aforementioned conduct, Defendants failed to provide a work
11 environment free from discrimination before terminating his employment in April 2025.

12 30. As a proximate result of Defendant's discriminatory actions, Plaintiff has suffered
13 losses in compensation, earning capacity, humiliation, mental anguish, and emotional distress. As a
14 result of those actions and consequent harms, Plaintiff has suffered such damages in an amount to
15 be proven at trial.

16 31. Defendant's unlawful actions were intentional, willful, malicious, and/or done with
17 reckless disregard for Plaintiff's rights. Accordingly, an award of punitive damages is warranted.

18 32. As a result of Defendant's above-referenced wrongful conduct, Plaintiff has
19 suffered, and continues to suffer, significant economic loss and damages.

20 **SECOND CASE OF ACTION**

21 **RETALIATION IN VIOLATION OF THE FEHA**

22 **[Gov. Code §12940, et seq.]**

23 **(By Plaintiff against all Defendants)**

24 33. Plaintiff re-alleges and incorporates by reference each of the preceding paragraphs
25 as though fully stated here.

26 34. Plaintiff engaged in protected activity on multiple occasions, including, but not
27 limited to, complaining about safety issues, including filing a complaint with DOSHA, and seeking
28 a raise.

35. Defendant subjected Plaintiff to adverse employment actions, including, but not limited to, disciplinary action and termination.

36. Plaintiff's exercises of protected activity were a substantial motivating reason for Defendant's decision to take adverse actions, including, but not limited to, disciplinary action and termination, against Plaintiff.

37. Plaintiff was harmed, and Defendant's decision to discipline him, and terminate Plaintiff was a substantial factor in causing Plaintiff's harm.

38. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues to suffer economic, non-economic, general, and special damages in a sum according to proof, in an amount exceeding the jurisdictional limits of this Court. In addition, Defendants, and each of them, are responsible for interest, penalties, costs, and attorney fees related to this cause of action.

39. Because these wrongful acts were carried out by Defendant acting with malice, oppression or fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to Plaintiff, as reflected by the actions as described earlier in this complaint, Plaintiff seeks punitive damages against Defendant, and each of them, in order to deter them from similar conduct in the future.

THIRD CAUSE OF ACTION

FAILURE TO PREVENT DISCRIMINATION AND RETALIATION

[Gov. Code §12940, et seq.]

(By Plaintiff against all Defendants)

40. Plaintiff re-alleges and incorporates by reference each of the preceding paragraphs as though fully stated here.

41. Plaintiff was Defendant's employee. Plaintiff was subjected to discrimination and retaliation in the course of his employment. Defendant failed to take all reasonable steps to prevent the discrimination and retaliation.

42. Plaintiff was harmed, and Defendant's failure to take all reasonable steps to prevent discrimination and retaliation was a substantial factor in causing Plaintiff's harm.

43. As a direct and proximate result of Defendant's conduct, Plaintiff has suffered and continues to suffer economic, non-economic, general, and special damages in a sum according to proof, in an amount exceeding the jurisdictional limits of this Court. In addition, Defendant, and each of them, are responsible for interest, penalties, costs, and attorney fees related to this cause of action.

44. Because these wrongful acts were carried out by Defendant acting with malice, oppression or fraud, or were deliberate, willful, and in conscious disregard of the probability of causing injury to Plaintiff, as reflected by the actions as described earlier in this complaint, Plaintiff seeks punitive damages against Defendant, and each of them, in order to deter them from similar conduct in the future.

FOURTH CAUSE OF ACTION

(Retaliation in Violation of California Labor Code section 1102.5)

(On Behalf of Plaintiff Against All Defendants)

45. Plaintiff realleges and incorporates by the preceding paragraphs, inclusive, of this Complaint as though fully set forth herein.

46. Employers are required by Labor Code section 1102.5, subdivision (a) not to adopt or enforce any policy prohibiting an employee from disclosing information that the employee has reasonable cause to believe violates a state or federal statute, or violates a state or federal rule or regulation, whether such disclosure is made externally to a government agency or made internally to someone with authority over the employee.

47. Employers are required by Labor Code section 1102.5, subdivision (b) not to retaliate against an employee for disclosing information, or because the employer believes the employee disclosed information or may disclose information, to a governmental body or to any person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

1 48. Pursuant to Labor Code section 1102.5, subdivision (c), employers may not retaliate
2 against an employee for refusing to participate in an activity that would result in a violation of state
3 or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
4 regulation.

5 49. Employers are required by California Labor Code section 1102.5, subdivision (d)
6 not to retaliate against an employee who exercises her rights under subdivisions (a)-(c).

7 50. As set forth in the preceding paragraphs, the Company terminated Plaintiff's
8 employment in violation of Labor Code section 1102.5(d) because Plaintiff disclosed information
9 that he had reasonable cause to believe constituted a violation of laws including, but not limited to,
10 safety concerns related to OSHA safety codes. However, in response, Defendant suddenly and
11 abruptly disciplined Plaintiff, and then terminated his employment.

12 51. Defendant's conduct therefore constituted unlawful retaliation on account of
13 Plaintiff's protected activity in violation of California Labor Code section 1102.5(d).

14 52. As a proximate result of Defendant's conduct, Plaintiff suffered and continues to
15 suffer damages in terms of lost wages, lost bonuses, lost benefits, and other pecuniary loss
16 according to proof. Plaintiff has also suffered and will continue to suffer emotional injuries,
17 including nervousness, humiliation, depression, anguish, embarrassment, fright, shock, pain,
18 discomfort, fatigue, and anxiety. The amount of Plaintiff's damages will be ascertained at trial.

19 53. The act of oppression, fraud, and/or malice were engaged in by employees and
20 Managing Agents of Defendant. Defendant had advance knowledge of the unfitness of each
21 employee and/or agent who acted with oppression, fraud, and/or malice, and/or authorized or
22 ratified the wrongful conduct for which an award of punitive damages is sought, and/or was
23 personally guilty of oppression, fraud, and/or malice. The advance knowledge and conscious
24 disregard, authorization, ratification, or act of oppression, fraud, and/or malice was committed by or
25 on part of an officer, director, or managing agent of Defendant, thereby entitling Plaintiff to
26 punitive and exemplary damages against Defendant in accordance with California Civil Code
27 section 3294 in a sum appropriate to punish and make an example out of Defendant.

28

1 54. Plaintiff has been generally damaged in an amount within the jurisdictional limits of
2 this Court.

3 **FIFTH CAUSE OF ACTION**

4 **(Violation of B&PC §17200, et seq.)**

5 55. Plaintiff re-alleges and incorporates by reference herein the allegations of all
6 preceding paragraphs as though fully set forth herein.

7 56. Beginning on an exact date unknown to Plaintiff, Plaintiff is informed, believes and
8 thereon alleges that Defendant has engaged in a pattern and practice of acts of unfair competition in
9 violation of B&PC §17200, including the practices alleged herein.

10 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

11 57. Plaintiff is informed and believes and thereon alleges that as part of Defendant's
12 ongoing unfair business practice, Plaintiff was employed and scheduled as a matter of established
13 company policy to work, and in fact, worked in excess of eight (8) hours in a day. The hours
14 worked by Plaintiff in excess of eight (8) hours per day, and in excess of forty (40) hours per week
15 without receiving the proper overtime premium. The Defendant is in violation of Labor Code §§
16 510 and 1194, and the relevant California Industrial Welfare Commission Orders 7-2001, et seq.

17 58. Under Labor Code §1194, an employee is not fully compensated for the unpaid
18 balance of their overtime compensation unless the employee is paid all unpaid compensation for the
19 regular hours and overtime hours worked during an overtime shift.

20 59. While Defendant's policy is to pay time-and-a-half for all hours worked in excess of
21 eight (8) hours per day, Defendant fails to pay Plaintiff proper premium overtime premiums due to
22 Defendant failing to properly calculate the regular rate of pay.

23 60. Plaintiff was employed and scheduled as a matter of established company policy to
24 work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day for
25 eight and one-half (8.5), nine (9), ten (10) or twelve (12) hour shifts. Pursuant to Labor Code §
26 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions
27 prohibited by the applicable IWC Wage Orders. IWC Wage Order No. 6-2001, as amended,
28 applies to Plaintiff.

1 61. Defendant, and each of them, consistently administered a corporate policy regarding,
2 both staffing levels, duties and responsibilities of Defendant's employees, which required that
3 Plaintiff work overtime without proper premium overtime pay. Further, Plaintiff is entitled to
4 restitution of these wages obtained by Defendant, and each of them.

5 62. This corporate policy and pattern of conduct is accomplished with the advance
6 knowledge and designed intent not to pay the employees at a premium rate for all overtime hours.
7 Further, the Plaintiff is entitled to restitution of these wages obtained by Defendant, and each of
8 them.

9 63. Further, Plaintiff is entitled to restitution of all unpaid wages obtained by Defendant,
10 and each of them. Plaintiff may seek restitution for unpaid straight time wages under California
11 Business & Professions Code §17200, et seq. ("Section 17200"). Any business act or practice that
12 violates the Labor Code through a failure to pay wages is by definition an unfair business practice
13 under §17200. Section 17200 provides an action to recover wages as restitution, even if such
14 recovery might be barred if brought pursuant to the Labor Code, if the failure to pay constitutes a
15 business practice. Defendant's failure to properly pay all wages, including straight time and the
16 overtime premium at the correct regular rate, constitutes an unfair business practice because it is a
17 failure to timely pay wages pursuant to Labor Code §204; Unpaid straight time wages and unpaid
18 overtime wages are recoverable as restitution under Section 17200 based on Defendant's subterfuge
19 which constitutes an unfair business practice that fails to pay earned wages in violation of the Labor
20 Code. Defendants have continuously concealed their subterfuge business practices, as herein
21 alleged.

22 **VIOLATION OF MEAL PERIOD PROVISIONS**

23 64. Defendant's improper meal policies are in violation of California law including, but
24 not limited to Labor Code § 226.7, 512, and IWC Wage Order 6-2001. The Plaintiff is entitled to a
25 half hour meal period for every five (5) hours of his shift worked. Defendant violated the meal
26 break provisions and did not provide Plaintiff with duty free meal periods, due to Defendant's auto-
27 deduct feature for meal periods. Plaintiff is entitled to one (1) hour of pay for each meal break
28 violation at their regular rate of pay. Plaintiff believes and thereon alleges that Defendant failed to

1 pay Plaintiff missed meal period payments at the regular rate and had a policy and practice of
2 requiring Plaintiff to take non-compliant meal periods.

3 65. Defendant failed to provide, impeded and/or discouraged Plaintiff from taking
4 timely meal breaks of not less than thirty (30) minutes as required by the Labor Code during the
5 relevant time period.

6 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

7 66. Plaintiff is informed and believes and thereon alleges that as part of Defendant's
8 ongoing unfair business practices, Defendant, and each of them, fails to provide its employees with
9 proper and understandable itemized wage statement, as required by Labor Code § 226.

10 67. Plaintiff is informed, and believes, and thereon alleges, that Defendant, and each of
11 them, fails to provide each employee with an itemized statement which states the actual regular rate
12 paid, the actual total hours worked by the employee, the net wages earned, and all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours worked at each hourly
14 rate by the employee.

15 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

16 68. Plaintiff is informed and believes and thereon alleges that as part of Defendant's
17 ongoing unfair business practices, Defendant failed to provide all his wages at the time of his
18 separation in violation of Labor Code § 200, et. seq. Plaintiff was not paid his final check until one
19 (1) week after his termination.

20 69. Labor Code § 200, et seq. provides that an employer is required to pay an employee
21 all wages (including accrued vacation) within twenty-four (24) hours of the employee's involuntary
22 separation from employment; within twenty-four (24) hours of his or her voluntary separation if the
23 employee gave at least seventy-two (72) hours' notice, and within seventy-two (72) hours, if the
24 employee voluntarily separated, but did not give at least seventy-two (72) hours' notice.

25 70. Plaintiff is informed and believes and thereon alleges that he has been separated
26 from Defendant did not timely receive a final paycheck detailing the proper amount of wages from
27 Defendant in violation of Labor Code § 200, et. seq.

28

1 71. Plaintiff is further entitled to and does seek a declaration that the above-described
2 business practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining
3 Defendant from engaging in any of the herein described unfair, unlawful, and/or fraudulent
4 business practices at all times in the future.

5 72. Plaintiff seeks restitution and injunctive relief for all the aforementioned violations.

6 73. Defendant, have engaged in unfair business practices in California by practicing,
7 employing and utilizing the employment practices complained of herein. Defendant's use of such
8 practices constitutes an unfair business practice, unfair competition, and provides an unfair
9 advantage over Defendant's competitors. Plaintiff seeks full restitution of said monies, as
10 necessary and according to proof, to restore any and all monies withheld and/or acquired by
11 Defendant by means of the unfair business practices complained of herein. Plaintiff seeks
12 restitution of said monies.

13 74. Plaintiff further seeks the appointment of a receiver, as necessary, to establish the
14 total restitutionary relief from Defendant. The restitution includes all wages withheld by Defendant
15 as a result of the unfair business practices, including interest thereon. Absent a statutory provision
16 specifically governing the type of claim at issue, the prejudgment interest rate is 10 percent. The
17 acts complained of herein occurred, at least in part, within the last four (4) years preceding the
18 filing of the Complaint.

19 75. By and through its unfair, unlawful, and/or fraudulent business practices and acts
20 described herein, Defendant has obtained valuable services from Plaintiff and has deprived Plaintiff
21 of valuable rights and benefits guaranteed by law, all to their detriment.

22 76. Plaintiff is entitled to and does seek such relief as may be necessary to restore to him
23 the money and property which Defendant has acquired, or of which Plaintiff has been deprived by
24 means of the herein described unfair, unlawful, and/or fraudulent business practices.

25 77. Plaintiff is entitled to and does seek a declaration that the above-described business
26 practices are unfair, unlawful, and/or fraudulent, and injunctive relief restraining Defendant from
27 engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices at all
28 times in the future.

78. Plaintiff requests attorney's fees and costs pursuant to Code of Civil Procedure §1021.5 since this action is brought to vindicate important rights on matters of California public policy.

SIXTH CAUSE OF ACTION

RECOVERY OF UNPAID WAGES & PENALTIES

(Violation of Labor Code §§ 218, 226, 510, 1194 and 1198)

79. Plaintiff re-alleges and incorporates by reference herein the allegations of all preceding paragraphs as though fully set forth herein.

80. Plaintiff was employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendant employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders, including but not limited to, daily, weekly, and seventh day premium overtime payments. The California overtime requirement and wage requirement are non-waivable rights pursuant to LC §219. Defendant and each of them always had a written and verbal agreement to pay overtime at time and one half for all hours worked in excess of eight (8) per day and/or forty (40) hours per pay period.

81. pursuant to Labor Code §§ 218 and 1194(a), Plaintiff may bring a civil action for overtime wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement (hereinafter “DLSE”) and may recover such wages, together with interest thereon, penalties, attorneys’ fees and costs.

82. At all times relevant hereto, Defendant has failed to pay to Plaintiff's wages when due as required by Labor Code § 204.

83. Pursuant to Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders. IWC Wage Order No. 6, as amended, applies to Plaintiff.

1 84. At all times relevant hereto, as stated supra, Plaintiff is informed and believes and
2 thereon allege that Defendant has willfully violated the Labor Code with respect to meeting the
3 requirements of paying all wages earned, including minimum wages, straight time pay, overtime,
4 and including all remuneration when calculating the hourly non-exempt employee's regular rate of
5 pay, as herein before alleged.

6 85. Plaintiff is informed and believes and thereon alleges that he was never paid any
7 premium compensation or paid significantly less premium compensation for work accomplished in
8 excess of forty (40) hours per pay period, and/or eight (8) hours per day, without any valid
9 exemption.

10 86. Defendant, and each of them, in violation of Labor Code §§ 201 and 202, et seq.,
11 respectively, had a consistent and uniform policy, practice and procedure of willfully failing to pay
12 the earned and unpaid wages of Plaintiff. Defendant has willfully failed to pay the earned and
13 unpaid wages of such Plaintiff, including, but not limited to, minimum wage, regular pay, straight
14 time pay (pursuant to Labor Code § 1194), premium pay, and other wages earned, including non-
15 discretionary bonuses earned but not paid, according to amendment, or proof.

16 87. Plaintiff was employed and scheduled as a matter of established company policy to
17 work and in fact worked as non-exempt hourly employee in excess of eight (8) hours per day
18 without overtime. Defendant employed and scheduled Plaintiff without providing proper overtime
19 compensation for such excess daily overtime hours worked in violation of Labor Code §§ 510,
20 1194, 1198 and the relevant California Industrial Welfare Commission (IWC) orders. Pursuant to
21 Labor Code § 1198, it is unlawful to employ persons for longer than the hours set by the IWC or
22 under conditions prohibited by the applicable IWC Wage Orders. IWC Wage Order No. 6, as
23 amended, applies to Plaintiff.

24 88. Likewise, Defendant has a pattern, practice and uniform administration of corporate
25 policy regarding failure to comply with the required provisions of Labor Code § 226.7, in failing to
26 pay Plaintiff for missed rest and meal periods at the employee's regular rate of pay. Accordingly,
27 Plaintiff seeks all underpaid wages, wages that Defendant has failed to pay, which are owing,
28

1 including interest thereon, willful penalties, attorneys' fees, and costs of suit according to the
2 mandate of LC §1194, et seq.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL BREAKS**

5 89. Plaintiff incorporates by reference as if fully set forth herein, the allegations of
6 paragraphs above.

7 90. Labor Code §226.7 requires an employer to pay an additional hour of compensation
8 for each meal period the employer fails to provide. Plaintiff alleges that Defendant failed to
9 provide legally compliant meals in addition to impeding, discouraging and/or dissuading Plaintiff
10 from taking legally compliant meal periods. Employees are entitled to a meal period of at least
11 thirty (30) minutes per five (5) hour work period. Plaintiff consistently worked over five (5) hour
12 shifts without meal periods due to Defendant's policy of discouraging, dissuading and/or impeding
13 Plaintiff from taking meal periods. Plaintiff was scheduled by Defendant in such a way that he was
14 not able to take compliant meal breaks and complete his tasks for the day.

15 91. Defendant failed to provide, impeded and/or discouraged Plaintiff from taking
16 timely meal breaks of not less than thirty (30) minutes as required by the Labor Code during the
17 relevant time period.

18 92. Pursuant to Labor Code §226.7, Plaintiff is entitled to damages in an amount equal
19 to one (1) hour of wages at the employee's regular rate per missed meal break, in a sum to be
20 proven at trial.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

23 **PURSUANT TO LABOR CODE §226**

24 **Against All Defendants**

25 93. Plaintiff re-alleges and incorporates by reference herein the allegations of all
26 preceding paragraphs as though fully set forth herein. The applicable Wage Order provides:

27 94. Every employer shall semimonthly or at the time of each payment of wages furnish
28 each employee, either as a detachable part of the check, draft, or voucher paying the employee's

1 wages, or separately, an itemized statement in writing showing: (1) all deductions; (2) the inclusive
2 dates of the period for which the employee is paid; (3) the name of the employee or the employee's
3 social security number; and (4) the name of the employer, provided all deductions made on written
4 orders of the employee may be aggregated and shown as one item. Subsection (e) provides: "Any
5 employee suffering injury as a result of a knowing and intentional failure by an employer to comply
6 with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars
7 (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per
8 employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
9 thousand dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney's fees."

10 95. During the relevant time period, as stated above, Defendant knowingly and
11 intentionally failed to provide Plaintiff with timely and accurate wage statements showing gross
12 wages earned, total hours worked, all deductions made, net wages earned, the name and address of
13 the legal entity employing Plaintiff, the inclusive dates of the period for which the employee is
14 paid, and all applicable hourly rates in effect during each pay period and the corresponding number
15 of hours worked at each hourly rate by Plaintiff. Further, the pay stubs were inaccurate due to
16 Defendant's intentional misclassification of Plaintiff as exempt and its failure to pay overtime.

17 96. Defendant thus required Plaintiff to work under conditions prohibited by order of the
18 Industrial Welfare Commission, in violation of those orders.

19 97. Plaintiff suffered injury as a result of Defendants' knowing and intentional failure to
20 provide Plaintiff with the wage and hour statements required by law.

21 98. Based on Defendant's conduct as alleged herein, Defendants are liable for actual
22 damages, statutory damages and/or statutory penalties pursuant to Labor Code §226, attorney's fees
23 and costs.

24 **NINTH CAUSE OF ACTION**

25 **WORK EXPENDITURE REIMBURSEMENTS**

26 **(Against All Defendants)**

27 99. Plaintiff re-alleges and incorporate each and every one of the allegations of all
28 preceding paragraphs.

100. Labor Code section 2802(a) requires an employer to indemnify their employees for all necessary expenditures or losses in the direct discharge of their duties.

101. Defendant had a uniform policy that requires Plaintiff and the class members to use their own cellular phones, without reimbursement from Defendant.

102. As a result, Plaintiff is entitled to reimbursement for all the above expenses, as well as attorney fees.

TENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Against All Defendants)

103. Plaintiff restates and incorporates by reference each and every allegation in all other paragraphs of this Complaint as though fully set forth herein.

104. Plaintiff's employment was terminated in violation of fundamental public policies of the State of California, including, without limitation, the right to protections against discrimination due to his age, race, and reporting safety issues. These fundamental public policies inure to the benefit of the public, and not just the private interests of the employer and employee.

105. As set forth above, the actions by Defendant were wrongful and in violation of the fundamental principles of the public policy of the State of California as reflected in its laws, objectives, and policies. Said laws, which establish these fundamental public policies include, without limitation: Government Code section 12940, et seq., Government Code section 12945, and related sections.

106. As a direct and foreseeable result of the aforesaid acts of said Defendants, Plaintiff has lost and will continue to lose income and benefits in an amount to be proven at the time of trial. Plaintiff claims such amount as damages together with pre-judgment interest pursuant to Civil Code section 3287 and/or any other provision of law providing for pre-judgment interest.

107. As a result of the aforesaid acts of Defendant, Plaintiff claims general damages for mental and emotional distress and aggravation in an amount to be proven at the time of trial.

108. The above-described acts of Defendant, by and through its managing agents, officers or directors, were engaged in with a deliberate, cold, callous, fraudulent and intentional manner in

1 order to injure and damage Plaintiff and/or with a conscious disregard of Plaintiff and his rights.
2 Moreover, Plaintiff's termination was the result of the application of an unlawful corporate policy,
3 which itself justifies the imposition of punitive damages. Such acts were despicable, and constitute
4 malice, fraud and/or oppression within the meaning of Civil Code section 3294. Plaintiff requests
5 an assessment of punitive damages against Defendant, in an amount to be proven at time of trial.

6 **ELEVENTH CAUSE OF ACTION**

7 **CIVIL PENALTIES UNDER LABOR CODE §§ 2698-2699**

8 109. Plaintiff re-alleges and incorporates each and every one of the allegations of all
9 preceding paragraphs contained in paragraphs, inclusive of this Complaint, as if fully set forth
10 herein.

11 110. Labor Code §§2698 - 2699, the Labor Code Private Attorney General Act of 2004,
12 provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
13 Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees
14 for a violation of the Labor Code, may be recovered through a civil action by an aggrieved
15 employee on behalf of himself or herself, and collectively on behalf of all other current or former
16 employees.

17 111. Whenever the LWDA, or any of its departments, divisions, commissions, boards
18 agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized
19 to exercise the same discretion, subject to the same limitations and conditions to assess a civil
20 penalty.

21 112. Plaintiff, and all hourly non-exempt employees of Defendants are "aggrieved
22 employees" as defined by Labor Code §2699, in that they are all current or former employees of
23 Defendants, and one or more of the alleged violations was committed against them.

24 113. Prior to filing this Complaint, Plaintiff gave written notice to the LWDA on or about
25 July 17, 2025, via mandatory online filing through the State of California LWDA/ Department of
26 Industrial Relations website with a copy to the employer via certified mail, of the specific
27 provisions of this code alleged to have been violated, including listing some facts and some theories
28 to support the alleged violations as required by Labor Code §2699.3. Thereafter, on July 24, 2025,

1 Plaintiff filed a supplemental PAGA notice, clarifying Plaintiff's allegations of Defendant's
2 violations of Labor Code §§ 1102.5 and 6310. True and correct copies of the letters are attached
3 hereto as **Exhibit 2**. Plaintiff alleges that he has exhausted all administrative remedies and filed the
4 herein complaint 65 days after mailing said notice. At the date of filing this Complaint, the LWDA
5 has not responded with any intention to investigate. As such, Plaintiff has exhausted his
6 administrative requirements pursuant to LC §2699.3(a)(1) and (2) (A-C).

7 114. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
8 behalf of themselves and other current or former employees, to bring a civil action to recover civil
9 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

10 115. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the aggrieved
11 employees are entitled to recover civil penalties for each of the Defendant's violations of California
12 Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1102.5, 1194, 1197, 1198, and 6310
13 during the applicable limitations period in the following amounts:

- 14 a. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for
15 each aggrieved employee for each initial violation and two hundred dollars
16 (\$200.00) for each aggrieved employee plus twenty-five percent (25%) of the
17 amount unlawfully withheld from each aggrieved employee for each subsequent,
18 willful or intentional violation (penalty amounts established by California Labor
19 Code § 210).
- 20 b. For violations of California Labor Code § 226(a), two hundred fifty dollars
21 (\$250.00) per employee for initial violation and one thousand dollars (\$1,000.00) per
22 employee for each subsequent violation (penalty amounts established by California
23 Labor Code § 226.3).
- 24 c. For violations of California Labor Code § 512, fifty dollars (\$50.00) for each
25 aggrieved employee for each initial violation for pay period for which the employee
26 was underpaid in addition to an amount sufficient to recover unpaid wages and one
27 hundred dollars (\$100.00) for each underpaid employee for each pay period for
28 which the employee was underpaid (penalty amounts established by California

1 Labor Code § 558).

- 2 d. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for
3 each aggrieved employee for each initial and intentional violation per pay period
4 (regardless of whether the initial violations were intentionally committed) and two
5 hundred fifty dollars (\$250.00) for each aggrieved employee for each subsequent
6 violation per pay period (regardless of whether the initial violations were
7 intentionally committed), in addition to an amount sufficient to recover unpaid
8 wages, liquidated damages pursuant to California Labor Code § 1194.2, and
9 applicable penalties imposed pursuant to California Labor Code § 203.
- 10 e. For violations of California Labor Code §§ 201, 202, 203, and 226.7, one hundred
11 dollars (\$100.00) for each aggrieved employee per pay period for each initial
12 violation and two hundred dollars (\$200.00) for each aggrieved employee per pay
13 period for each subsequent violation (penalty amounts established by California
14 Labor Code § 2699(f)(2)).
- 15 f. Penalties under Code of Regulations, Title 8 §11070 or other applicable Code of
16 Regulations in the amount of \$50 for each aggrieved employee per pay period for
17 the initial violation, and \$100 for each aggrieved employee per pay period for each
18 subsequent violation;
- 19 g. Penalties under Labor Code §210, in addition to and entirely independent and apart
20 from other penalty provided in the Labor Code, in the amount of \$100 for each
21 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
22 employee per pay period for each subsequent violation, plus 25% of the wage
23 wrongly withheld;
- 24 h. Penalties under Labor Code §558, in addition to and entirely independent and apart
25 from other penalty provided in the Labor Code, in the amount of \$50 for each
26 underpaid aggrieved employee for each pay period the aggrieved employee was
27 underpaid, and \$100 for each subsequent violation for each underpaid employee for
28

1 each pay period for which the employee was underpaid pursuant to Labor Code
2 §558 provided to the affected employees;

- 3 i. Penalties under Labor Code §226.3, in addition to and entirely independent and apart
4 from other penalty provided in the Labor Code, in the amount of \$250 for each
5 aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved
6 employee per pay period for each subsequent violation;
- 7 j. Penalties of up to \$10,000.00 for violation of Labor Code § 1102.5, as well as Labor
8 Code § 6310;
- 9 k. Any and all additional penalties and sums as provided by the Cal. Labor Code and/or
10 other statutes;
- 11 l. Penalties under Labor Code section 210 for the weekly pay violations.

12 116. Pursuant to California Labor Code §2699(g), Plaintiff and the aggrieved employees
13 are entitled to an award of civil penalties, reasonable attorney's fees and costs in connection with
14 their claims for civil penalties.

15 **TWELFTH CAUSE OF ACTION**

16 **VIOLATION OF CALIFORNIA LABOR CODE § 6310 – RETALATION**
17 **(AGAINST ALL DEFENDANTS)**

18 117. Plaintiff re-alleges and incorporates each and every one of the allegations of all
19 preceding paragraphs contained in paragraphs, inclusive of this Complaint, as if fully set forth
20 herein.

21 118. Plaintiff re-alleges and incorporate by reference the foregoing paragraphs as though
22 set forth in full herein.

23 119. Labor Code § 6310 prohibits employers from firing or discriminating against any
24 employee, or the employee's family member, because the employee has informed their employer
25 about unsafe working conditions or practices.

26 120. Plaintiff engaged in protected activity (described supra) when he complained to
27 DEFENDANT about feeling unsafe at work, given various safety violations.
28

121. Defendant responded with hostility to Plaintiff's protected activity and threatened Plaintiff's employment.

122. Defendant took no steps to address the concerns of an unsafe workplace and, instead, retaliated against Plaintiff and terminated him without cause.

123. The actions of Defendant against Plaintiff constitute unlawful retaliation, in violation of Labor Code § 6310. Such violations were a proximate cause in each Plaintiff's damages as stated below.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for relief against Defendant as follows:

1. For economic, non-economic, general and compensatory damages, including but not limited to lost wages and employment benefits and other special damages according to proof;
2. For mental and emotional distress damages;
3. For punitive and exemplary damages;
4. For an award of interest, including prejudgment interest, at the legal rate;
5. For equitable remedies including injunctive and declaratory relief;
6. For interest accrued to date;
7. For attorney fees and costs, including expert witness fees, pursuant to California Government Code section 12965(b), and all other applicable laws; and
8. For such other and further relief that the Court may deem just and proper.
9. An order for full restitution of all monies, as necessary and according to proof, to restore any and all monies withheld by the Defendants by means of the unfair practice complained of herein. The restitution includes all monies retained as wages, as defined in Labor Code §§ 200, et seq., 510, and 1194, and interest, and attorneys' fees as a result of the unfair business practices or retained in violation of Labor Code §1198 and IWC Wage Order 6-2001;
10. For an order finding and declaring that Defendants' acts and practices as challenged herein are unlawful, and unfair and/or fraudulent;

11. For an order requiring Defendants to make full restitution and payment pursuant to B&PC Sections 17200, et seq. for unfair business practices that violate Labor Code §§ 200, et seq., 510, and 1194;
12. For reasonable attorneys' fees under Code of Civil Procedure §1021.5 all other appropriate declaratory and equitable relief;
13. For pre-judgment interest to the extent permitted by law;
14. That the Court grant to Plaintiff an award of unpaid wages including unpaid overtime premiums; prejudgment interest on any unpaid wages from the date such amounts were due; and for all legally authorized penalties.
15. For pre-judgment interest as allowed by Labor Code §218.6, Labor Code §1194(a) and CC §3287;
16. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);
17. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal break was not provided, impeded, discouraged and/or dissuaded and/or correct pay for missed meal premiums at the correct regular rate;
18. For recovery as authorized by Labor Code §226(e);
19. Waiting time penalties;
20. Reimbursement of all out-of-pocket expenses for work-related reason;
21. On behalf of all current and former employees, for all civil penalties authorized by Labor Code Private Attorney General Act of 2004 as specified in California Labor Code §558 plus Labor Code §1197.1 for former or current employees who are due wage payments;
22. For civil penalties per Labor Code §226.3 in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

1 23. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same
2 rate, for each day that an aggrieved employee was paid late, at the time of termination,
3 until payment was/is made, up to a maximum of thirty (30) days;

4 24. For civil penalties, pursuant to Labor Code § 558 as follows:

- 5 (1) For any initial violation, fifty dollars (\$50) for each underpaid
6 employee for each pay period for which the employee was underpaid;
7 (2) For each subsequent violation, one hundred dollars (\$100) for each
8 underpaid employee for each pay period for which the employee was
9 underpaid;

10 25. For civil penalties under Labor Code §210, in addition to and entirely independent and
11 apart from other penalty provided in the Labor Code, in the amount of \$100 for each
12 aggrieved employee per pay period for each violation, and \$200 for each aggrieved
13 employee per pay period for each subsequent violation, plus 25% of the wage wrongly
14 withheld;

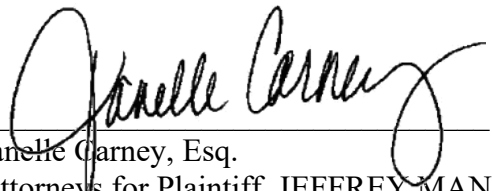
15 26. For civil penalties under Labor Code §2699(f), in addition to and entirely independent
16 and apart from other penalty provided in the Labor Code and for Labor Code violations
17 without a specific civil penalty, in the amount of \$100 for each aggrieved employee per
18 pay period for each violation, and \$200 for each aggrieved employee per pay period for
19 each subsequent violation; and

20 27. For civil penalties of up to \$10,000.00 for violation of Labor Code § 1102.5, as well as
21 Labor Code § 6310;

22 Dated: September 23, 2025

JANELLE CARNEY- ATTORNEY AT LAW, APC
SALUSKY LAW GROUP, APC

23
24
25 By:


Janelle Carney, Esq.
Attorneys for Plaintiff, JEFFREY MANSAPIT

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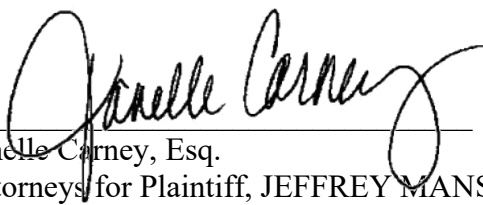
DEMAND FOR JURY TRIAL

Plaintiff JEFFREY MANSAPIT hereby demands a trial by jury on all causes of action.

Dated: September 23, 2025

JANELLE CARNEY- ATTORNEY AT LAW, APC
SALUSKY LAW GROUP, APC

By:



Janelle Carney, Esq.
Attorneys for Plaintiff, JEFFREY MANSAPIT

Exhibit 1



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2025

Janelle Carney
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202507-30501329
Right to Sue: Mansapit / Image First San Francisco, LLC

Dear Janelle Carney:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2025

RE: Notice of Filing of Discrimination Complaint

CRD Matter Number: 202507-30501329

Right to Sue: Mansapit / Image First San Francisco, LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

July 29, 2025

Jeffrey Mansapit
1933 Calaveras Dr.
Bay Point, CA 94565

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202507-30501329
Right to Sue: Mansapit / Image First San Francisco, LLC

Dear Jeffrey Mansapit:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective July 29, 2025 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for CRD's Small Employer Family Leave Mediation Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Reproductive Loss Leave, or Bereavement Leave (Government Code sections 12945.2, 12945.6, or 12945.7) has the right to participate in CRD's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in CRD's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact CRD's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@calcivilrights.ca.gov and include the CRD matter number indicated on the Right to Sue notice.



Civil Rights Department

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calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

After receiving a Right-to-Sue notice from CRD, you may have the right to file your complaint with a local government agency that enforces employment anti-discrimination laws if one exists in your area that is authorized to accept your complaint. If you decide to file with a local agency, you must file before the deadline for filing a lawsuit that is on your Right-to-Sue notice. Filing your complaint with a local agency does not prevent you from also filing a lawsuit in court.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Jeffrey Mansapit

CRD No. 202507-30501329

Complainant,

vs.

Image First San Francisco, LLC
900 E. 8th Ave., Suite 200
King of Prussia, PA 19406

Respondents

1. Respondent **Image First San Francisco, LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Jeffrey Mansapit**, resides in the City of **Bay Point**, State of **CA**.

3. Complainant alleges that on or about **April 22, 2025**, respondent took the following adverse actions:

Complainant was harassed because of complainant's ancestry, national origin (includes language restrictions), age (40 and over), race (includes hairstyle and hair texture).

Complainant was discriminated against because of complainant's ancestry, national origin (includes language restrictions), age (40 and over), race (includes hairstyle and hair texture) and as a result of the discrimination was terminated, suspended.

Complainant experienced retaliation because complainant participated as a witness in a discrimination or harassment complaint and as a result was terminated, suspended.

Additional Complaint Details: Mr. Mansapit is a man who is Filipino and 62 years of age. He believes he was terminated due to his DOSHA complaints, his age, and his national origin.

1 VERIFICATION

2 I, **Janelle Carney**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based on
4 information and belief, which I believe to be true. The matters alleged are based on
information and belief, which I believe to be true.

5 On July 29, 2025, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **Chino Hills, CA**

Exhibit 2



July 17, 2025

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

Image First San Francisco, LLC
900 E. 8th Ave., Suite 200
King of Prussia, PA 19406
Via: Certified U.S. Mail/ Return Receipt Requested

Re: Mansapit v. Image First San Francisco, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION §§ 2699, *et seq.***

To: California Labor and Workforce Development Agency and Defendant Image First San Francisco, LLC

From: Jeffrey Mansapit, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Please be advised that Janelle Carney – Attorney at Law, APC and Salusky Law Group, APC, represent Jeffrey Mansapit and all other aggrieved employees (“Plaintiff”) defined as hourly employees, with respect to their employment with Image First San Francisco, LLC (“Defendant”).

Mr. Mansapit believes and alleges that Defendant has committed numerous violations of the California Labor Code, including, but not limited to, §§ 98.6, 226, 226.7, 226.8, 510, 512, 1102.5, 1194, 1194.2, 1197, 1198, 2698, *et. seq.*, 2802, and 6310. The facts and theories to support the alleged violations are set forth herein.

THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

Overtime Violations

Labor Code section 510 and the applicable Wage Order provide that an employee shall be paid 1.5 times their regular rate of pay for any work over eight (8) hours in one workday or forty (40) hours in a workweek. Defendant did not pay overtime at the correct regular rate, as Defendant failed to include all remuneration into the regular rate, including but not limited to, non-discretionary bonus payments. Thus, Mr. Mansapit and the aggrieved employees were either not paid proper premium overtime for hours worked over eight in a day or forty in a week, or on the seventh consecutive workday, nor were they paid overtime at the correct rate.

Applicable Civil Penalties

As a result of the above overtime violations, Employer is subject to the civil penalties listed in Labor Code sections 210, 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512(a) and the applicable Wage Order provide that an employer shall not employ an employee for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, or more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty. Defendant did not provide such uninterrupted meals and required employees to remain on premises during their meals.

Labor Code section 226.7(c) further provides that an employee is entitled to one (1) hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

Further, Mr. Mansapit was entitled to a second meal period on shifts in excess of 10 hours that were not provided.

Premium Pay Paid at the Wrong Regular Rate

Premium pay for missed meal breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858.) The regular rate of pay includes all remuneration, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, Defendant paid for a missed meal break at the base rate and not the correct regular rate.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order require employers to authorize and permit rest periods of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks. Labor Code section 226.7(c) further

provides that an employee is entitled to one hour of pay at their regular rate of pay for missed breaks.

Premium Pay Paid at the Wrong Regular Rate

Premium pay for missed rest breaks must be paid at the employees' regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858.) The regular rate of pay includes all remuneration, including shift differentials, incentive pay, and other non-discretionary bonuses. Here, if Defendant paid for a missed rest break, it was at the base rate and not the regular rate.

Failure to Reimburse (Labor Code §2802)

Plaintiff alleges that Defendant failed to reimburse Plaintiff and the aggrieved employees for out-of-pocket work-related expenses they incurred. Specifically, Defendant required Plaintiff and the aggrieved employees to use their own cellular phones, without reimbursement.

Therefore, Plaintiff alleges Defendant violated Labor Code § 2802. Plaintiff will seek penalties pursuant to LC §§ 558, 2802, and 2699, et seq.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which includes, gross and net wages earned / total hours worked / all deductions / the inclusive dates of the period for which the employee is paid / the name of the employee and only the last four digits of his or her social security number or an employee identification number / the name and address of the legal entity that is the employer / all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Employer failed to provide wage statements which accurately reflected this information.

Mr. Mansapit and the aggrieved employees' wage statements were inaccurate since they did not list all the hours worked, did not list the correct straight time hourly rates, did not list the correct overtime rates, or correct premium missed meal or rest breaks.

Mr. Mansapit is "injured" under Labor Code section 226(e) "If the accuracy of any of the items enumerated in § 226(a) [...] cannot be ascertained from the four corners of the wage statement." (*Ovieda v. Sodexo Operations, LLC* (C.D.Cal., Oct. 9, 2013, No. CV 12-1750-GHK) 2013 WL 12122413, p. *3.) An actual injury is shown where "there is a need for both additional documentation and additional mathematical calculations in order to determine whether Mr. Mansapit's were correctly paid and what they may be owed." (*Reinhardt v. Gemini Motor Transport* (E.D.Cal. 2012) 879 F.Supp.2d 1138, 1142.) In contrast, where the deficiency in the wage statement could be corrected by "simple math," there is no actual injury. (*Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1143.)

Applicable Civil Penalties

As a result of the wage statement violations detailed above, Defendant is subject to the civil penalties listed in Labor Code section 226.3 and 2699.

Waiting Time Penalties

Because Defendant did not pay Mr. Mansapit and the Aggrieved Employees all wages owed during their employment, they should have received waiting time penalties. Since they did not receive waiting time penalties, PAGA applies.

Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code section 210 and 2699.

Labor Code §1102.5 Violations

Mr. Mansapit complained regarding various safety conditions, including but not limited complaining to OSHA that Defendant failed to implement its lockout/tagout program. Mr. Mansapit complained to OSHA on or about March 2025. Mr. Mansapit was terminated on April 22, 2025.

Pursuant to §1102.5, Employers cannot prevent employees from disclosing information about violations of state or federal laws or regulations to government agencies, law enforcement, or authorized individuals.

Employers cannot retaliate against employees for disclosing such information or for refusing to participate in unlawful activities. Employers can be subject to civil penalties of up to \$10,000 per employee for violating these provisions.

Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 1102.5 and 2699

Labor Code §6310 Violations

Labor Code §6310 prohibits employers from discharging, demoting, suspending, or discriminating against employees for: 1) Making complaints about unsafe working conditions or practices to the Division of Occupational Safety and Health or other government agencies. 2) Instituting or participating in proceedings related to their safety rights, or testifying in such proceedings. 3) Participating in an occupational health and safety committee. 4) Reporting work-related injuries, illnesses, or fatalities, or exercising other rights protected by the Occupational Safety and Health Act. It entitles employees who are retaliated against to reinstatement, reimbursement for lost wages and benefits. Mr. Mansapit complained to OSHA about safety issues on or about March 2025. Mr. Mansapit was terminated on April 22, 2025.

Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 1102.5 and 2699

Labor Code §98.6 Violations

Labor Code §98.6 prevents employers from discharging, discriminating, retaliating, or taking adverse action against employees or applicants for engaging in conduct protected by labor laws, filing complaints, or initiating proceedings related to their rights. Employees who are subjected to such actions are entitled to reinstatement, reimbursement for lost wages and benefits, and there is a rebuttable presumption in favor of the employee's claim if the action occurs within 90 days of the protected activity. Mr. Mansapit complained to OSHA on or about March 2025 and was terminated on April 22, 2025

Employers who violate the statute are liable for a civil penalty of up to \$10,000 per employee for each violation.

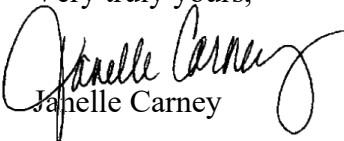
Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 98.6 and 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Mansapit becomes aware of additional compensation owed or losses incurred by Mr. Mansapit or by any other aggrieved employee, Mr. Mansapit expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Mr. Mansapit intends to pursue his claims and those of the aggrieved employees under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Defendant that were subject to the same Labor Code violations described above.

Very truly yours,

Janelle Carney

JC/jw
cc: Caroline Powell Donelan (courtesy copy)



July 24, 2025

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

Image First San Francisco, LLC
900 E. 8th Ave., Suite 200
King of Prussia, PA 19406
Via: Certified U.S. Mail/ Return Receipt Requested

Re: Mansapit v. Image First San Francisco, LLC

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION §§ 2699, *et seq.***

To: California Labor and Workforce Development Agency and Defendant Image First San Francisco, LLC

From: Jeffrey Mansapit, on behalf of himself and all aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

In response to the LWDA email dated July 18, 2025, this amended notice provides more information regarding the OSHA complaints.

Labor Code §1102.5 Violations

Mr. Mansapit complained regarding various safety conditions, including but not limited to complaining to California Department of Industrial Relations- Division of Occupational Safety and Health (DOSH) that Defendant failed to implement its lockout/tagout program. Mr. Mansapit complained to DOSH on or about March 2025. Mr. Mansapit was terminated on April 22, 2025. Enclosed are copies of the response letters from the DOSH related to his complaint no. 2272740.

Pursuant to §1102.5, Employers cannot prevent employees from disclosing information about violations of state or federal laws or regulations to government agencies, law enforcement, or authorized individuals.

Employers cannot retaliate against employees for disclosing such information or for refusing to participate in unlawful activities. Employers can be subject to civil penalties of up to \$10,000 per employee for violating these provisions.

Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 1102.5 and 2699.

Labor Code §6310 Violations

Labor Code §6310 prohibits employers from discharging, demoting, suspending, or discriminating against employees for: 1) Making complaints about unsafe working conditions or practices to the Division of Occupational Safety and Health or other government agencies. 2) Instituting or participating in proceedings related to their safety rights, or testifying in such proceedings. 3) Participating in an occupational health and safety committee. 4) Reporting work-related injuries, illnesses, or fatalities, or exercising other rights protected by the Occupational Safety and Health Act. It entitles employees who are retaliated against to reinstatement, reimbursement for lost wages and benefits. Mr. Mansapit complained to DOSHA about safety issues on or about March 2025. Mr. Mansapit was terminated on April 22, 2025. (See infra re complaint number and the copy of documents from DOSHA.)

Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 1102.5 and 2699.

Labor Code §98.6 Violations

Labor Code §98.6 prevents employers from discharging, discriminating, retaliating, or taking adverse action against employees or applicants for engaging in conduct protected by labor laws, filing complaints, or initiating proceedings related to their rights. Employees who are subjected to such actions are entitled to reinstatement, reimbursement for lost wages and benefits, and there is a rebuttable presumption in favor of the employee's claim if the action occurs within 90 days of the protected activity. Mr. Mansapit complained to OSHA on or about March 12, 2025, and was terminated on April 22, 2025. (See infra re complaint number and the copy of documents from DOSHA.)

Employers who violate the statute are liable for a civil penalty of up to \$10,000 per employee for each violation.

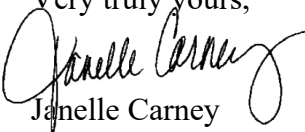
Applicable Civil Penalties

Defendant is subject to the civil penalties listed in Labor Code sections 98.6 and 2699.

Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Mr. Mansapit becomes aware of additional compensation owed or losses incurred by Mr. Mansapit or by any other aggrieved employee, Mr. Mansapit expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Mr. Mansapit intends to pursue his claims and those of the aggrieved employees under PAGA in a civil lawsuit. Please also consider this letter as providing notice on behalf of other aggrieved employees working for Defendant that were subject to the same Labor Code violations described above.

Very truly yours,

Janelle Carney

JC/jw

cc: Caroline Powell Donelan (courtesy copy)

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
American Canyon District Office
3419 Broadway Street Ste H8
American Canyon, CA 94503
Tel. # (707) 649-3700 Fax # (707) 649-3712



March 14, 2025

ImageFIRST Healthcare Laundry Specialists
701 Willow Pass Road, Suite 10
Pittsburg, CA 94565

Dear Employer:

The Division of Occupational Safety and Health has received a complaint (Complaint No. 2272740) alleging the following condition(s) at your workplace at 701 Willow Pass Road, Suite 10, Pittsburg, which may be a violation of the Safety Orders found in Title 8 of the California Code of Regulations:

Code Section(s) and Alleged Condition(s):

1. The employer failed to implement its Lockout/Tagout Program.

Ref. Title 8 CCR Section 3314. The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment, Including Lockout/Tagout.

(1) This Section applies to the cleaning, repairing, servicing, setting-up and adjusting of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees.

(2) For the purposes of this Section, cleaning, repairing, servicing and adjusting activities shall include unjamming prime movers, machinery and equipment.

(3) Requirements for working on energized electrical systems are prescribed in Sections 2320.1 through 2320.9 or 2940 through 2945.

(3) Requirements for working on energized electrical systems are prescribed in Sections 2320.1 through 2320.9 or 2940 through 2945.

(4) Energy control procedures for the control of energy sources in installations for the purpose of electric power generation, including related equipment for communication or metering shall be in accordance with Section 2940.13.

NOTE to subsection (a)(4): Compliance with Section 2940.13 is considered equivalent to complying with Section 3314.

(5) Deenergizing procedures of transmission lines and equipment for the purpose of protecting employees shall be in accordance with Section 2940.14.

To review Title 8, California Code of Regulations, go to www.dir.ca.gov, click on "Title 8 Regulations" then click on "Cal/OSHA" and enter the code section number mentioned above. Or you can go directly to www.dir.ca.gov/samples/search/query.htm.

The Division has not determined whether the hazard(s), as alleged, exist(s) at your workplace and, at this time, the Division does not intend to conduct an inspection of your workplace.

However, you are required to investigate the alleged condition(s) and notify this office in writing no later than fourteen (14) calendar days after receipt of this letter whether the alleged condition(s) exist and, if so, specify the corrective action(s) you have taken and the estimated date when the corrections will be completed. If possible, please fax or e-mail your response to Kathy Lynn Garner, district manager, at fax number (707) 649-3712 or e-mail at

DIRDOSHAmericanCanyon@dir.ca.gov

Please include any written documentation, e.g., equipment purchase orders or contracts for corrective work, and photographs, if appropriate, in your response. If you do not respond in a timely and satisfactory manner, an unannounced inspection of your workplace will be scheduled, which may result in citation(s) and monetary penalties. Also, every tenth satisfactory letter response from employers is subject to verification by an inspection.

You are required to post a copy of this letter in a prominent location in the workplace where it is readily accessible for employee review for at least three (3) working days or until the hazard is corrected, whichever is longer.

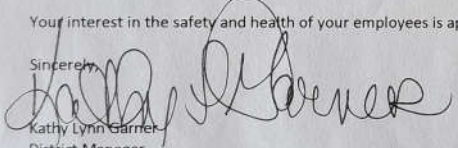
This letter is not a citation or a notification of a proposed penalty. Citations and penalties can only be issued after an inspection of your workplace. If the Division does not receive a satisfactory response from you within fourteen (14) calendar days after receipt of this letter, an on-site inspection will be conducted as appropriate.

If the identity of the complainant is known to the Division, a copy of this letter will be sent to the complainant. Also, the complainant will be notified that California law protects any person who makes a complaint about workplace safety or health hazards from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If a complainant believes they have been retaliated against, it is their right to file a complaint with the Division of Labor Standards Enforcement within one (1) year of the retaliatory action. The complainant also has a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address in the letterhead.

Your interest in the safety and health of your employees is appreciated.

Sincerely,


Kathy Lynn Garner
District Manager

/ME

reference: Complaint No. 2272740 - Ltr D

STATE OF CALIFORNIA

GAVIN NEWSOM, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
American Canyon District Office
3419 Broadway Street Ste H8
American Canyon, CA 94503
Tel. # (707) 649-3700 Fax # (707) 649-3712



March 14, 2025

Jeff Mansapit
1933 Calivaris Dr.
Bay Point, CA 94565

Dear Jeff Mansapit:

In response to your complaint regarding ImageFIRST Healthcare Laundry Specialists 701 Willow Pass Road, Suite 10 in Pittsburg (Complaint No. 2272740), the Division of Occupational Safety and Health has sent the attached letter to the employer. Your identity has not been revealed to the employer.

Any items(s) not addressed in the copy of the enclosed employer letter are not within the jurisdiction of the Division of Occupational Safety and Health.

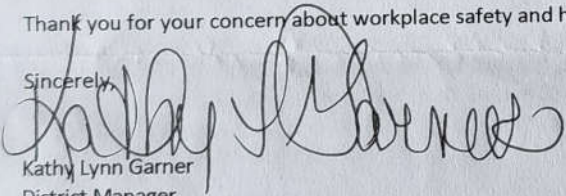
When the Division receives the employer's response, a copy of the response will be sent to you.

California law protects any person who makes a complaint about a workplace safety or health hazard from being treated differently, discharged, demoted, suspended or retaliated against in any manner by their employer. If you believe that you have been retaliated against because you made a complaint to the Division of Occupational Safety and Health, you may file a retaliation complaint with the nearest office of the Division of Labor Standards Enforcement (Labor Commissioner). In most cases, you must file your complaint with the Labor Commissioner's Office within one (1) year of the retaliatory action. You also have a separate right to file a concurrent complaint with the Federal Occupational Safety and Health Administration within thirty (30) days of the retaliatory action.

If you have any questions concerning this matter, please contact me at the address above.

Thank you for your concern about workplace safety and health.

Sincerely,


Kathy Lynn Garner
District Manager

/ME

enclosure: Complaint Notification to Employer, Ltr D
reference: Complaint No. 2272740 - Ltr E

Sanchez, Natalia@DIR

From: Bryan Cunningham <bcunningham@ImageFirst.com>
Sent: Wednesday, April 16, 2025 3:04 PM
To: DIR DOSHAmericanCanyon
Cc: Caleb Paige; Damon Sarant; Adam Stansbury; Monica Mills
Subject: Response to Complaint No. 2272740

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: [External Email]

This email originated from outside of our DIR organization. Do not click links or open attachments unless you recognize the sender and know the content is expected and is safe. If in doubt reach out and check with the sender by phone.

Good afternoon Kathy,

Below is our formal response to Complaint No. 2272740. Regarding Code Section and Alleged Condition(s):

1. The employer failed to implement its Lockout/Tagout Program.

Our response:

ImageFIRST has a comprehensive Lockout/Tagout Program which includes the following elements:

Element 1 – We have a written Lockout/Tagout Safety Program

Element 2 – We train authorized and affected associates annually. Authorized associates are trained at time of hire and annually thereafter.

Element 3 – Annual certification of machine specific procedures for authorized associates.

Element 4 – Written machine specific Lockout/Tagout Procedures

Please let me know if you have any additional questions or concerns in regards to this matter.

Respectfully,

BRYAN CUNNINGHAM

General Manager

c: 562-704-3929



8190 Murray Avenue Bld "C"

Gilroy, CA 95020

www.imagefirst.com

ImageFIRST
HEALTHCARE LAUNDRY SPECIALISTS

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health
American Canyon District Office
3419 Broadway Street Ste H8
American Canyon, CA 94503
Tel. # (707) 649-3700 Fax # (707) 649-3712

GAVIN NEWSOM, Governor



April 21, 2025

Jeff Mansapit
1933 Calvaris Dr.
Bay Point, CA 94565

Dear Jeff Mansapit:

On March 12, 2025, the Division of Occupational Safety and Health received your complaint (Complaint No. 2272740) of the following hazardous condition(s) at ImageFIRST Healthcare Laundry Specialists 701 Willow Pass Road, Suite 10 in Pittsburg:

1. The employer failed to implement its Lockout/Tagout Program.

Ref: Title 8 CCR Section 3314. The Control of Hazardous Energy for the Cleaning, Repairing, Servicing, Setting-Up, and Adjusting Operations of Prime Movers, Machinery and Equipment, Including Lockout/Tagout.

(1) This Section applies to the cleaning, repairing, servicing, setting-up and adjusting of machines and equipment in which the unexpected energization or start up of the machines or equipment, or release of stored energy could cause injury to employees.

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(4) Energy control procedures for the control of energy sources in installations for the purpose of electric power generation, including related equipment for communication or metering shall be in accordance with Section 2940.13.

NOTE to subsection (a)(4): Compliance with Section 2940.13 is considered equivalent to complying with Section 3314.

(5) Deenergizing procedures of transmission lines and equipment for the purpose of protecting employees shall be in accordance with Section 2940.14.

ImageFIRST Healthcare Laundry Specialists has advised the Division that the hazard(s) you complained about has/have either been identified and corrected and/or determined not to exist. A copy of the employer's response is enclosed.

Thank you for your concern about workplace safety and health.

Sincerely,

Kathy Lynn Garner
District Manager

/NS

enclosure(s): Employer response letter(s)
reference: Complaint No. 2272740 - Ltr G