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 Superior Court of California
 County of Los Angeles

04/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: N. Osollo Deputy

8 SUPERIOR COURT OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 PAULETTE DRAPEAU, on behalf of herself,
 11 all other aggrieved employees, and the general
 12 public,

13 Plaintiffs,

14 v.

15 MEDCAFE WESTWOOD LLC dba
 16 SKYLIGHT GARDENS; DAVID CLINCO;
 MATTHEW CLINCO; and DOES 1-100,
 inclusive,

17 Defendants.

Case No.: 23STCV02963

FIRST AMENDED COMPLAINT

1. Failure to Pay Wages – LC § 1194
2. Failure to Provide Meal Periods or Pay Missed Meal Period Wages – LC §§ 226.7 and 512
3. Waiting Time Penalties – LC § 203
4. Failure to Indemnify or Reimburse Business Expenses – LC § 2802
5. Failure to Provide Compliant Wage Statements and Keep Records – LC § 226
6. Unfair Business Practices – BPC § 17200
7. Civil Penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) – LC § 2699

JURY DEMANDED

Complaint Filed 02/09/2023
 Judge Maureen Duffy-Lewis
 Department 38

1 Plaintiff PAULETTE DRAPEAU (hereinafter “DRAPAEU”) on behalf of herself, all other
2 aggrieved employees, and the general public (hereinafter collectively referred to as “Plaintiffs”), for
3 causes of action against Defendants MEDCAFE WESTWOOD LLC dba SKYLIGHT GARDENS
4 (hereinafter “MEDCAFE”); DAVID CLINCO; MATTHEW CLINCO; and DOES 1-100, inclusive
5 (hereinafter collectively referred to as “Defendants”), alleges as follows:

6 JURISDICTION

7 1. This action arises out of acts, representations and events occurring throughout
8 California with respect to Plaintiffs.

9 2. Venue is appropriate in Los Angeles County because at all times mentioned herein,
10 several Defendants’ principal addresses were located in Los Angeles County.

11 3. Whenever in this Complaint reference is made to any act, deed, or conduct of
12 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through
13 one or more of their officers, directors, agents, employees, or representatives, who were actively
14 engaged in the management, direction, control, or transaction of the ordinary business and affairs of
15 Defendants.

16 4. Plaintiffs are ignorant of the true names and capacities, whether individual,
17 corporate, associate or otherwise, of the Defendants sued herein as DOES 1-100, inclusive and
18 therefore sues said Defendants (the “Doe Defendants”) by such fictitious names. Plaintiffs will
19 amend this Complaint to plead the true names and capacities of the Doe Defendants at such
20 time as the identities of the Doe Defendants have been ascertained.

21 5. Plaintiffs are informed and believe, and thereon allege, that Defendants MEDCAFE,
22 DAVID CLINCO; MATTHEW CLINCO; and DOES 1-100, inclusive, are the partners, agents, or
23 principals and co-conspirators of Defendants, and of each other; and that named Defendants and the
24 Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the
25 performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts
26 and conduct, and therefore each of the named Defendants and Doe Defendants are liable to Plaintiffs
27 to the extent of the liability of the Defendants as alleged herein.

28 6. Plaintiffs are further informed and believe, and thereon allege, that at all times herein

1 material, MEDCAFE and entity Doe Defendants were completely dominated and controlled by
2 unknown Doe Defendants, and each was the alter ego of the other in a single enterprise. At those
3 times, a unity of interest and ownership between MEDCAFE and entity Doe Defendants on the one
4 hand, and DAVID CLINCO, MATTHEW CLINCO, and unknown Doe Defendants on the other
5 hand existed such that the separate personalities of these entities did not in reality exist. Additionally,
6 Plaintiffs would suffer an inequitable harm if the actions of MEDCAFE and entity Doe Defendants
7 were not treated as the acts of all Defendants. Plaintiffs are further informed and believe, and thereon
8 allege, that at all relevant times to this action MEDCAFE and entity Doe Defendants, *inter alia*,
9 failed to observe the requisite entity formalities, were inadequately capitalized, and their ownership
10 and control were inappropriately concentrated in DAVID CLINCO, MATTHEW CLINCO, and
11 Doe Defendants.

12 7. Plaintiffs are further informed and believe, and thereon allege, that at all times herein
13 material, each defendant, was completely dominated and controlled by its co-defendants and each
14 was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any
15 conduct by Defendants, such allegations and references shall also be deemed to mean the conduct
16 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
17 reference is made to individuals who are not named as defendants in this Complaint, but were
18 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
19 in this Complaint within the scope of their respective employment.

20 8. Whenever and wherever reference is made in this Complaint to any conduct by a
21 defendant or Defendants, such allegations and references shall also be deemed to mean the conduct
22 of each of the Defendants, acting individually, jointly and severally. Whenever and wherever
23 reference is made to individuals who are not named as defendants in this Complaint, but were
24 employees or agents of, such individuals at all relevant times acted on behalf of Defendants named
25 in this Complaint within the scope of their respective employment.

26 **GENERAL ALLEGATIONS**

27 9. Defendant MEDCAFE is a limited liability company with its principal offices
28 located in Los Angeles, California. DRAPEAU is informed and believes that DAVID CLINCO,

1 MATTHEW CLINCO, and DOES 1-100 acted individually and as officers, agents, owners,
2 managers, and employees of MEDCAFE, who caused MEDCAFE to fail to pay Plaintiffs all earned
3 wages, fail to timely pay Plaintiffs wages at least twice per month on designated regular paydays,
4 fail to provide Plaintiffs compliant written commission agreements, fail to provide Plaintiffs meal
5 periods, fail to pay Plaintiffs an additional hour of wages for each workday with a missed meal
6 period, fail to timely pay Plaintiffs all earned wages at the end of the employment relationship, and
7 fail to provide Plaintiffs compliant wage statements and keep required records in violation of
8 Industrial Welfare Commission (“IWC”) Wage Orders and the Labor Code, and are therefore also
9 individually liable pursuant to California Labor Code sections 558, 558.1, 1197.1 and 2699.

10 10. Defendants own, manage, and operate a restaurant in Los Angeles, California, which
11 does business as Skylight Gardens.

12 11. In or around October 2021, Defendants hired DRAPEAU as a nonexempt restaurant
13 server. Eventually, Defendants promoted DRAPEAU to a restaurant bartender.

14 12. DRAPEAU regularly worked periods exceeding 6 hours in a workday without
15 Defendants providing DRAPEAU a 30-minute off duty uninterrupted meal period because the
16 nature of the restaurant job duties, management directives, customer service needs, and staffing
17 levels prevented DRAPEAU from taking breaks. Defendants’ timekeeping program also flagged
18 DRAPEAU’s missed meal breaks. However, DRAPEAU is informed and believes that Defendants
19 never paid DRAPEAU one hour of additional regular rate wages for each workday with a missed
20 meal period.

21 13. Eventually, Defendants orally offered to pay DRAPEAU commissions for planning
22 and coordinating events. DRAPEAU accepted, planned, and coordinated several events for
23 Defendants.

24 14. Defendants failed to create or provide DRAPEAU a signed written commission
25 agreement that set forth the detailed method by which the commissions would be computed and
26 paid. Defendants failed to pay DRAPEAU all earned commissions under the terms of the parties’
27 oral commission agreement.

1 15. After DRAPEAU earned the commissions from planning and coordinating several
2 events, Defendants changed and lowered the agreed upon commission rates. Further, Defendants
3 subtracted their own business expenses, such as for credit card transaction fees, from the
4 commission wages DRAPEAU earned.

5 16. Defendants also tracked DRAPEAU's time, to the extent that Defendants did, by
6 requiring DRAPEAU to download and use a payroll timekeeping application on DRAPEAU's
7 personal cell phone. Defendants never indemnified, paid, or reimbursed DRAPEAU for the use of
8 DRAPEAU's personal cell phone for Defendants' timekeeping system.

9 17. As a result of the unpaid wages alleged above and other facts to be discovered,
10 Defendants failed to timely pay DRAPEAU all earned wages twice per calendar month. Further,
11 Defendants paid their employees based on 2 week pay periods. However, Defendants frequently
12 failed to timely pay DRAPEAU twice monthly on the regular paydays that Defendants designated.
13 Defendants often paid DRAPEAU late. For example, on multiple occasions Defendants gave
14 DRAPEAU a late paycheck for an unlawfully unpaid pay period on the same day as Defendants
15 gave DRAPEAU a paycheck for the next pay period. On other occasions, Defendants gave
16 DRAPEAU a paycheck and asked DRAPEAU to wait several days before depositing the paycheck.

17 18. Additionally, because of the wage and hour violations alleged above, Defendants
18 also failed to provide DRAPEAU compliant itemized wage statements. For example, Defendants
19 did not furnish wage statements which include all earned wages, missed meal periods, missed meal
20 period wages, missed meal period wage rates, earned commissions, commission rates, etc. Further,
21 Defendants failed to keep all required records for DRAPEAU.

22 19. DRAPEAU gave Defendants more than 72 hours of notice that DRAPEAU would
23 resign and that DRAPEAU's last day of work would be September 8, 2022. Defendants did not
24 provide DRAPEAU a final paycheck on September 8, 2022. On or about September 14, 2022,
25 DRAPEAU returned to Defendants' restaurant in person to request DRAPEAU's final paycheck.
26 Defendants informed DRAPEAU that Defendants still did not have a check for DRAPEAU.

27 20. On or about October 5, 2022, Defendants made a payment to DRAPEAU through a
28 mobile cell phone payments application called Venmo with a transaction comment "8/9/22 –

1 9/11/22.” On or about October 5, 2022, Defendants also messaged DRAPEAU that they would pay
2 DRAPEAU commission wages the next day. DRAPEAU followed up with Defendants several times
3 about unpaid commissions.

4 21. On October 16, 2022, Defendants paid DRAPEAU only a portion of the earned
5 commission wages that were late and unpaid.

6 22. More than 30 days have passed since DRAPEAU resigned on or about September 8,
7 2022, which entitles DRAPEAU to waiting time penalties for Defendants willful failure to pay
8 DRAPEAU all earned wages. As a result, DRAPEAU is entitled to an additional 30 days of pay as
9 a waiting time penalty, which Defendants have not paid DRAPEAU yet.

10 23. DRAPEAU is informed and believes that Defendants employed several other
11 aggrieved employees, referred to collectively with DRAPEAU as Plaintiffs, who were also victims
12 of Defendants’ labor code violations. DRAPEAU is informed and believes that those labor code
13 violations against Plaintiffs include, but are not limited to, the same labor code violations
14 DRAPEAU alleges in this pleading that Defendants committed against DRAPEAU, as well as other
15 violations such as unpaid overtime.

16 24. Defendants’ violations were all knowing and willful in disregard of the Labor Code
17 and Industrial Welfare Commission (“IWC”) Wage Orders. Accordingly, Plaintiffs are entitled to
18 recovery of civil penalties pursuant to various regulations and statutes including, but not limited to,
19 Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but
20 not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215,
21 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246,
22 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175,
23 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699,
24 2699.3, 2699.5, 2751, and 2802 et al.

25 25. On February 9, 2023, DRAPEAU filed a Private Attorneys General Act (“PAGA”)
26 claim notice with the Labor and Workforce Development Agency (“LWDA”) and served a copy to
27 all named Defendants via certified mail. The LWDA issued the case number LWDA-CM-935074-
28 23. More than 65 days have passed since DRAPEAU filed. The LWDA did not notify DRAPEAU

1 that the LWDA intended to investigate the alleged violations. See a true and correct copy of the
2 PAGA notice letter attached hereto as Exhibit 1.

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Pay Wages – LC § 1194)**

5 **(By DRAPEAU against all Defendants)**

6 26. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
7 section as though fully set forth herein.

8 27. Pursuant to Labor Code section 200(a), “‘Wages’ includes all amounts for labor
9 performed by employees of every description, whether the amount is fixed or ascertained by the
10 standard time, task, piece, commission basis, or other method of calculation.” Pursuant to Labor
11 Code section 1197, “The minimum wage for employees fixed by the commission or by any
12 applicable state or local law, is the minimum wage to be paid to employees, and the payment of a
13 lower wage than the minimum so fixed is unlawful.”

14 28. Pursuant to Labor Code section 223, “Where any statute or contract requires an
15 employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage
16 while purporting to pay the wage designated by statute or by contract.”

17 29. Labor Code section 1194(a), provides that, “...any employee receiving less than the
18 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
19 recover in a civil action the unpaid balance of this minimum wage or overtime compensation,
20 including interest thereon, reasonable attorney’s fees, and costs of suit.” Pursuant to Labor Code
21 section 1194.2, “... an employee shall be entitled to recover liquidated damages in an amount equal
22 to the wages unlawfully unpaid and interest thereon.” Labor Code section 1197.1 specifically states,
23 in part, as follows: “Any employer or other person acting either individually or as an officer, agent,
24 or employee of another person who pays or causes to be paid to any employee a wage less than the
25 minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages,
26 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
27 Section 203[.]”

28 30. Labor Code section 204(a) states that, “All wages, other than those mentioned in

1 section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and
2 payable twice during each calendar month, on days designated in advance by the employer as the
3 regular paydays.”

4 31. Beginning in or around October 2021, Defendants employed DRAPEAU as a
5 nonexempt server, bartender, and event coordinator, at Defendants’ restaurant. Defendants offered
6 DRAPEAU commissions to plan and coordinate events. However, Defendants failed to ever provide
7 DRAPEAU a signed written commission agreement. DRAPEAU accepted the commissions offer
8 performed event coordinating duties for several of Defendants’ events. After DRAPEAU performed
9 the work, Defendants unilaterally lowered the commission rates, deducted Defendants’ own
10 expenses from the commissions such as for credit card transaction fees, and refused to pay
11 DRAPEAU all earned commission wages.

12 32. Defendants only partially paid DRAPEAU some of the earned commission wages
13 through a Venmo smartphone payments application program many weeks late.

14 33. Additionally, Defendants regularly failed to timely pay DRAPEAU other earned
15 wages twice per month on designated regular paydays. On several occasions, Defendants gave
16 DRAPEAU a paycheck so late that Defendants gave it to DRAPEAU at the same time as the next
17 pay period’s paycheck, and on other occasions Defendants asked DRAPEAU not to cash a wage
18 check for several days.

19 34. Accordingly, DRAPEAU is entitled to recover the unpaid commission wages;
20 interest; penalties; attorneys’ fees; and costs pursuant to Labor Code sections 201, 202, 203, 204,
21 204.1, 210, 215, 218.5, 218.6, 222, 223, 558.1, 1182.11, 1182.12, 1194, 1194.2, 1194.3, 1197,
22 1197.1, 2751, 2802, Civil Code section 3289, and the Industrial Welfare Commission’s Wage
23 Orders including, but not limited to, Wage Order 5-2001 section 4.

24 35. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted
25 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
26 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
27 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
28 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an

1 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
2 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business
3 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
4 violation of Industrial Welfare Commission (“IWC”) Wage Orders and the Labor Code, and are
5 therefore also individually liable as the employer for such violations pursuant to California Labor
6 Code section 558.1 et al.

7
SECOND CAUSE OF ACTION

8 **(Failure to Provide Meal Periods or Pay Missed Meal Period Wages – LC §§ 226.7 and 512)**

9 **(By DRAPEAU against all Defendants)**

10 36. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
11 section as though fully set forth herein.

12 37. Pursuant to Labor Code sections 226.7, 512, and the Industrial Welfare Commission
13 Wage Orders, uninterrupted off duty meal periods of thirty (30) minutes are required for all non-
14 exempt employees before exceeding a work period of five (5) hours in a work period, except that
15 when a work period of not more than six (6) hours will complete the day’s work then the meal period
16 may be waived by written mutual consent of the employer and employee. An employer may not
17 employ an employee for a work period of more than 10 hours per day without providing the
18 employee with a second uninterrupted off duty meal period of not less than 30 minutes, except that
19 if the total hours worked is no more than 12 hours, the second meal period may be waived by written
20 mutual consent of the employer and the employee only if the first meal period was not waived. The
21 Industrial Welfare Commission Wage Orders including, but not limited to, Wage Order 4-2001
22 section 7, require employers to keep time records showing when employees begin and end each
23 work period, including meal periods.

24 38. Pursuant to Labor Code section 226.7, an employer who fails to provide an
25 uninterrupted off duty meal period must pay the employee an additional one (1) hour of pay at the
26 employee’s regular rate of pay for each workday a meal period is not provided.

27 39. DRAPEAU was a non-exempt employee entitled to compliant meal periods.
28 DRAPEAU regularly worked shifts for work periods longer than 6 hours. Defendants maintained

1 an unlawful policy and practice of failing to provide Plaintiffs compliant uninterrupted off duty meal
2 periods of at least 30 minutes. Some of the causes were the nature of the restaurant job duties,
3 management directives, customer service needs, and staffing levels. Further, Defendants'
4 timekeeping program flagged many of DRAPEAU's missed meal periods.

5 40. However, DRAPEAU is informed and believes that Defendants did not pay
6 DRAPEAU one hour of additional regular rate wages for each workday with a missed meal period.

7 41. Accordingly, DRAPEAU seeks unpaid missed meal period wage damages, interest,
8 attorneys' fees, and costs available pursuant to the Labor Code, including but not limited to Labor
9 Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226.7, 512, 1194, 1194.3, Civil Code section
10 3289, and the Industrial Welfare Commission's Wage Orders including, but not limited to, Wage
11 Order 5-2001 sections 7 and 11.

12 42. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted
13 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
14 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
15 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
16 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an
17 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
18 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business
19 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
20 violation of Industrial Welfare Commission ("IWC") Wage Orders and the Labor Code, and are
21 therefore also individually liable as the employer for such violations pursuant to California Labor
22 Code section 558.1 et al.

23 **THIRD CAUSE OF ACTION**

24 **(Waiting Time Penalties – LC § 203)**

25 **(By DRAPEAU against all Defendants)**

26 43. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
27 section as though fully set forth herein.

28 44. Pursuant to Labor Code sections 201 through 203, employers are required to pay

1 employee all earned wages at the time of resignation if the employee provides at least 72 hours of
2 notice or at the time of termination if the employer terminates the employment, or within 72 hours
3 if an employee does not provide advanced notice of the resignation.

4 45. Pursuant to Labor Code section 203, “If an employer willfully fails to pay without
5 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202,
6 and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee
7 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
8 therefor is commenced; but the wages shall not continue for more than 30 days.”

9 46. DRAPEAU gave Defendants more than 72 hours of DRAPEAU’s intent to resign
10 on September 8, 2022. DRAPEAU’s final day of employment was on or about September 8, 2022.
11 Defendants did not have a final check for DRAPEAU that final day of work at the restaurant.
12 DRAPEAU went back to Defendants’ restaurant on September 14, 2022, to pick up a final paycheck,
13 and Defendants informed DRAPEAU that Defendants still did not have a final paycheck for
14 DRAPEAU. Defendants finally sent partial payments to DRAPEU for earned wages on October 5,
15 2022, and October 16, 2022, using a Venmo smartphone payments application program. Even
16 disregarding the remaining unpaid commission wages and missed meal period wages which
17 Defendants still owe DRAPEAU, Defendants final October 16, 2022, partial payment to DRAPEAU
18 of commission wages was more than 30 days after DRAPEAU resigned on or about September 8,
19 2022.

20 47. Defendants late October 16, 2022, payment alone indisputably entitles DRAPEAU
21 to an additional 30 days of daily wages as a waiting time penalty pursuant to Labor Code section
22 203. Defendants also have not paid DRAPEAU the 30 days of waiting time penalties.

23 48. Accordingly, DRAPEAU seeks damages, interest, penalties, attorneys’ fees, and
24 costs pursuant to Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 222, 226.7, 510, 512,
25 1194, 1194.3, 1197.1, 2751, 2802, Civil Code section 3289, and the Industrial Welfare
26 Commission’s Wage Orders including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, and
27 11.

28 49. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted

1 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
2 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
3 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
4 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an
5 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
6 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business
7 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
8 violation of Industrial Welfare Commission (“IWC”) Wage Orders and the Labor Code, and are
9 therefore also individually liable as the employer for such violations pursuant to California Labor
10 Code section 558.1 et al.

11 **FOURTH CAUSE OF ACTION**

12 **(Failure to Indemnify or Reimburse Business Expenses – LC § 2802)**

13 **(By DRAPEAU against all Defendants)**

14 50. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
15 section as though fully set forth herein.

16 51. Labor Code section 2802 provides that, “(a) An employer shall indemnify his or her
17 employees for all necessary expenditures or losses incurred by the employee in direct consequence
18 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
19 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
20 be unlawful. (b) All awards made by a court or by the Division of Labor Standards Enforcement for
21 reimbursement of necessary expenditures under this section shall carry interest at the same rate as
22 judgments in civil actions. Interest shall accrue from the date on which the employee incurred the
23 necessary expenditure or loss. (c) For purposes of this section, the term ‘necessary expenditures or
24 losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by
25 the employee enforcing the rights granted by this section.”

26 52. Defendants failed to indemnify DRAPEAU for all necessary expenditures or losses
27 including, but not limited to, credit card processing fees deducted from DRAPEAU’s earned
28 “commission(s)” and Defendants’ use of DRAPEAU’s person cell phone to punch in and out of

1 Defendants' timekeeping software application. As a result, DRAPEAU suffered financial losses for
2 Defendants' benefit.

3 53. Accordingly, DRAPEAU seeks unpaid reimbursement for business expenses, plus
4 interest, attorneys' fees, and costs pursuant to Labor Code sections 558.1 and 2802, Civil Code
5 section 3289, and the Industrial Welfare Commission Wage Orders.

6 54. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted
7 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
8 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
9 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
10 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an
11 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
12 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business
13 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
14 violation of Industrial Welfare Commission ("IWC") Wage Orders and the Labor Code, and are
15 therefore also individually liable as the employer for such violations pursuant to California Labor
16 Code section 558.1 et al.

17 **FIFTH CAUSE OF ACTION**

18 **(Failure to Provide Compliant Wage Statements and Keep Records – LC § 226)**

19 **(By DRAPEAU against all Defendants)**

20 55. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
21 section as though fully set forth herein.

22 56. Labor Code section 226(a) states in pertinent part, as follows: "[a]n employer,
23 semimonthly or at the time of each payment of wages, shall furnish to his or her employee ... an
24 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
25 the employee, except as provided in subdivision (j), (3) the number of piece rate units earned and
26 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided
27 that all deductions made on written orders of the employee may be aggregated and shown as one
28 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)

1 the name of the employee and only the last four digits of his or her social security number or an
2 employee identification number other than a social security number, (8) the name and address of the
3 legal entity that is the employer, and if the employer is a farm labor contractor, as defined in
4 subdivision (b) of 1682, the name and address of the legal entity that secured the services of the
5 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate by the employee, and beginning July 1, 2013, if the
7 employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total
8 hours worked for each temporary assignment. The deductions made from payment of wages shall
9 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a
10 copy of the statement and the record of the deductions shall be kept on file by the employer for at
11 least three years at the place of employment or at a central location within the State of California.”

12 57. Labor Code section 226(e) provides that, “[a]n employee suffering injury as a result
13 of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
14 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
15 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
16 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
17 an award of costs and reasonable attorney's fees.”

18 58. Defendants did not furnish DRAPEAU wage statements which include all earned
19 wages, missed meal periods, missed meal period wages, missed meal period wage rates, earned
20 commissions, commission rates, etc. Further, DRAPEAU is informed and believes that Defendants
21 failed to keep all required payroll records for DRAPEAU.

22 59. Defendants knowingly and intentionally failed to comply with Labor Code sections
23 226(a) and 226.2(a), as delineated above. As a result, Defendants are liable for damages and
24 penalties owed to DRAPEAU as specified in Labor Code section 226(e)(1).

25 60. Accordingly, DRAPEAU seeks damages, interest, penalties, attorneys’ fees, and
26 costs available pursuant to Labor Code section 226, 226.2, 246, 1174, and the Industrial Welfare
27 Commission Wage Orders.

28 61. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted

1 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
2 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
3 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
4 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an
5 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
6 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business
7 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
8 violation of Industrial Welfare Commission (“IWC”) Wage Orders and the Labor Code, and are
9 therefore also individually liable as the employer for such violations pursuant to California Labor
10 Code section 558.1 et al.

11 **SIXTH CAUSE OF ACTION**

12 **(Unfair Business Practices – BPC § 17200)**

13 **(By DRAPEAU against all Defendants)**

14 62. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this
15 section as though fully set forth herein.

16 63. The acts, omissions, and practices of Defendants as alleged throughout this
17 Complaint for violations of the Labor Code constitute unlawful and unfair business acts and
18 practices within the meaning of sections 17200, et seq. of the Business & Professions Code.

19 64. DRAPEAU is informed and believes Defendants have engaged in “unlawful”
20 business acts and practices through all of Defendants’ unlawful wage and hour practices alleged in
21 this pleading including, but not limited to, failure to pay all earned wages, failure to timely pay
22 wages at least twice per month on designated regular paydays, failure to provide compliant written
23 commission agreements, failure to provide compliant meal periods, failure to pay an additional hour
24 of wages for each workday with a missed meal period, failure to timely pay all earned wages at the
25 end of the employment relationship, failure to indemnify or reimburse business expenses, and failure
26 to provide compliant wage statements and keep required records, etc. These failures are all in
27 violation of the statutes and regulations referenced throughout this Complaint, and in violation of
28 other laws.

1 65. Defendants' "unfair" business acts and practices, alleged above, caused harm to
2 DRAPEAU and many other employees at Defendants' restaurant, which outweighs the utility of
3 such conduct. Such conduct offends public policy, is unethical and dishonest, caused substantial
4 injury to Defendants' current and former employees, and provides Defendants with an unfair
5 competitive advantage over those employers that abide by the law.

6 66. As a result of the conduct described above, Defendants have been and will be
7 unjustly enriched at the expense of Defendants' current and former employees. Specifically,
8 Defendants have been unjustly enriched by the retention of a significant sum of dollars in
9 employees' earned wages wrongfully withheld by Defendants.

10 67. Pursuant to section 17203 of the Business & Professions Code, DRAPEAU requests
11 that this Court order Defendants to disgorge all ill-gotten gains and award Defendants current and
12 former employees full restitution of all monies wrongfully acquired by Defendants by such "unfair"
13 business act and practices as outlined herein above, plus interest and attorneys' fees pursuant to,
14 *inter alia*, section 1021.5 of the Code of Civil Procedure. DRAPEAU additionally requests that such
15 funds be impounded by the Court or that an asset freeze or constructive trust be imposed upon such
16 revenues and profits to avoid dissipation and or fraudulent transfers or concealment of such monies
17 by Defendants. Defendants' current and former employees may be irreparably harmed or denied an
18 effective and complete remedy if such an order is not granted.

19 68. Pursuant to section 17203 of the Business & Professions Code, DRAPEAU further
20 seeks an order of this Court for equitable or injunctive relief in the form of requiring Defendants to
21 correct their unfair business acts and practices.

22 69. Accordingly, DRAPEAU seeks injunctive relief, restitution, damages, interest,
23 penalties, attorneys' fees, and costs available pursuant to the Labor Code, Business & Professions
24 Code, and the Industrial Welfare Commission Wage Orders.

25 **SEVENTH CAUSE OF ACTION**
26 **(Civil Penalties Under PAGA – LC § 2699)**
27 **(By DRAPEAU against all Defendants)**

28 70. Plaintiffs re-allege and incorporate herein by reference all paragraphs outside this

1 section as though fully set forth herein.

2 71. Labor Code section 2699(a) states that, “Notwithstanding any other provision of
3 law, any provision of this code that provides for a civil penalty to be assessed and collected by the
4 Labor and Workforce Development Agency or any of its departments, divisions, commissions,
5 boards, agencies, or employees, for a violation of this code, may, as an alternative be recovered
6 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
7 current or former employees pursuant to the procedures specified in Section 2699.3.”

8 72. Labor Code section 2699(f)(2) states that, “For all provisions of this code except
9 those for which a civil penalty is specifically provided, there is established a civil penalty for a
10 violation of these provisions, as follows... (2) If, at the time of the alleged violation, the person
11 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
12 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
13 employee per pay period for each subsequent violation.”

14 73. As a result of the acts alleged throughout this Complaint, DRAPEAU brings this
15 action on DRAPEAU’s own behalf, and in a representative capacity on behalf of the State of
16 California and all aggrieved employees who are current or former employees of Defendants, for
17 civil penalties pursuant to various regulations and statutes including, but not limited to, the IWC
18 Wage Orders such as Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20; and pursuant to Labor Code
19 sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206,
20 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7,
21 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5,
22 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199,
23 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

24 74. DRAPEAU is informed and believes that Defendants employed Plaintiffs and
25 engaged in “unlawful” wage and hour practices against Plaintiffs during the statute of limitations
26 period in violation of the Wage Orders and Labor Code including, but not limited to, for failure to
27 pay all earned wages, failure to timely pay wages at least twice per month on designated regular
28 paydays, failure to provide compliant written commission agreements, failure to provide compliant

1 meal periods, failure to pay an additional hour of wages for each workday with a missed meal period,
2 failure to timely pay all earned wages at the end of the employment relationship, failure to indemnify
3 or reimburse business expenses, and failure to provide compliant wage statements and keep required
4 records, etc. DRAPEAU is further informed and believes that Defendants engaged in the same
5 violations of the Labor Code against Plaintiffs as the violations DRAPEAU alleges Defendants
6 committed against DRAPEAU in this pleading, in addition to other violations against Plaintiffs.

7 75. These violations of the Wage Orders and Labor Code are all subject to civil penalties
8 for each of the Plaintiffs for each pay period where violations occurred during the statute of
9 limitations period in the amount indicated by the specific statute violated or failures are all in
10 violation of the statutes and regulations referenced throughout this Complaint, and in violation of
11 other laws.

12 76. DRAPEAU, as a representative of California, seeks to recover all specifically
13 enumerated Labor Code and Wage Order civil penalties as well as Labor Code section 2699(f)(2)
14 civil penalties for violations of Labor Code sections that do not contain a specific civil penalty
15 amount for violations. On February 9, 2023, DRAPEAU filed a PAGA claim notice with the LWDA
16 and served it to all named Defendants via certified mail. The LWDA issued the case number LWDA-
17 CM-935074-23. More than 65 days have passed since DRAPEAU filed. The LWDA did not notify
18 DRAPEAU that the LWDA intended to investigate the alleged violations. See a true and correct
19 copy of the PAGA claim notice letter attached hereto as Exhibit 1.

20 77. DRAPEAU also seeks attorneys' fees and costs of pursuant to Labor Code section
21 2699(g).

22 78. Defendants DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted
23 individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused
24 MEDCAFE to fail to pay DRAPEAU all earned wages, fail to timely pay DRAPEAU wages at least
25 twice per month on designated regular paydays, fail to provide DRAPEAU compliant written
26 commission agreements, fail to provide DRAPEAU meal periods, fail to pay DRAPEAU an
27 additional hour of wages for each workday with a missed meal period, fail to timely pay DRAPEAU
28 all earned wages at the end of the employment relationship, fail to indemnify or reimburse business

1 expenses, and fail to provide DRAPEAU compliant wage statements and keep required records in
2 violation of Industrial Welfare Commission ("IWC") Wage Orders and the Labor Code, and are
3 therefore also individually liable pursuant to California Labor Code sections 558, 558.1, 1197.1 and
4 2699.

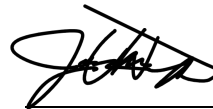
5 **PRAYER**

6 WHEREFORE, Plaintiff prays for judgment against Defendants in an amount exceeding
7 \$25,000 as follows:

- 8 1. For compensatory damages in an amount to be proven at trial;
- 9 2. For liquidated damages in an amount to be proven at trial;
- 10 3. For penalties in an amount to be proven at trial;
- 11 4. For civil penalties in an amount to be proven at trial;
- 12 5. For attorneys' fees in an amount to be proven at trial;
- 13 6. For costs of suit in an amount to be proven at trial;
- 14 7. For interest;
- 15 8. For restitution;
- 16 9. For injunctive relief;
- 17 10. For declaratory relief; and
- 18 11. For such other and further and relief as the court may deem just and proper.

19 Respectfully submitted,

20 Date: 04/18/2023



21 Jason Whooper (SBN 279972)
22 W LAW
23 Counsel for Plaintiffs
24
25
26
27
28

EXHIBIT 1

February 9, 2023

UPLOADED VIA DIR WEBSITE

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102
dir.ca.gov

W LAW
1916 3rd Ave
San Diego, CA 92101
Tel: (619) 432-2836
Fax: (619) 717-2111
Email: info@wlawinc.com

Re: *Paulette Drapeau v. Medcafe Westwood LLC dba Skylight Gardens; David Clinco; Matthew Clinco; and Does 1-100, inclusive*

To Whom It May Concern:

I, Jason Whooper, of the law firm W Law, represent PAULETTE DRAPEAU (hereinafter “DRAPEAU”); on behalf of her and all other aggrieved employees (hereinafter collectively referred to as “Plaintiffs”), who are either former or current employees of MEDCAFE WESTWOOD LLC dba SKYLIGHT GARDENS (hereinafter “MEDCAFE”); DAVID CLINCO; MATTHEW CLINCO; and DOES 1-100, inclusive (all of whom are also hereinafter collectively referred to as “Defendants”).

Pursuant to Labor Code section 2699.3, this letter constitutes written notice of Defendants’ various Labor Code violations and our intent to recover statutory penalties under the Labor Code Private Attorney General Act (“PAGA”) of 2004. The \$75 filing fee payment will be made with the filing of this PAGA notice letter.

GENERAL ALLEGATIONS

Defendant MEDCAFE is a limited liability company with its principal offices located in Los Angeles, California. Plaintiffs are informed and believe that DAVID CLINCO, MATTHEW CLINCO, and DOES 1-100 acted individually and as officers, agents, owners, managers, and employees of MEDCAFE, who caused MEDCAFE to fail to pay Plaintiffs all earned wages, fail to timely pay Plaintiffs wages at least twice per month on designated regular paydays, fail to provide Plaintiffs compliant written commission agreements, fail to provide Plaintiffs meal periods, fail to pay Plaintiffs an additional hour of wages for each workday with a missed meal period, fail to timely pay Plaintiffs all earned wages at the end of the employment relationship, and fail to provide Plaintiffs compliant wage statements and keep required records in violation of Industrial Welfare Commission (“IWC”) Wage Orders and the Labor Code, and are therefore also individually liable pursuant to California Labor Code sections 558, 558.1, 1197.1 and 2699.

Defendants own, manage, and operate a restaurant in Los Angeles, California, which does business as Skylight Gardens. In or around October 2021, Defendants hired DRAPEAU as a nonexempt restaurant server. Eventually, Defendants promoted DRAPEAU to a restaurant bartender.

DRAPEAU regularly worked periods exceeding 6 hours in a workday without Defendants providing DRAPEAU a 30-minute off duty uninterrupted meal period because the nature of the restaurant job duties, management directives, customer service needs, and staffing levels prevented DRAPEAU from taking breaks. Defendants’ timekeeping program also flagged DRAPEAU’s

missed meal breaks. However, DRAPEAU is informed and believes that Defendants never paid DRAPEAU one hour of additional regular rate wages for each workday with a missed meal period.

Eventually, Defendants orally offered to pay DRAPEAU commissions for planning and coordinating events. DRAPEAU accepted, planned, and coordinated several events for Defendants. Defendants failed to create or provide DRAPEAU a signed written commission agreement that set forth the detailed method by which the commissions would be computed and paid.

Defendants failed to pay DRAPEAU all earned commissions under the terms of the parties' oral commission agreement. After DRAPEAU earned the commissions from planning and coordinating several events, Defendants changed and lowered the agreed upon commission rates. Further, Defendants subtracted their own business expenses, such as for credit card transaction fees, from the commission wages DRAPEAU earned.

Defendants also tracked DRAPEAU's time, to the extent that Defendants did, by requiring DRAPEAU to download and use a payroll timekeeping application on DRAPEAU's personal cell phone. Defendants never indemnified, paid, or reimbursed DRAPEAU for the use of DRAPEAU's personal cell phone in Defendants' timekeeping system.

As a result of the unpaid wages alleged above and other facts to be discovered, Defendants failed to timely pay DRAPEAU all earned wages twice per calendar month. Further, Defendants paid their employees based on 2 week pay periods. However, Defendants frequently failed to timely pay DRAPEAU twice monthly on the regular paydays that Defendants designated. Defendants often paid DRAPEAU late. For example, on multiple occasions Defendants gave DRAPEAU a late paycheck for a pay period on the same day as Defendants gave DRAPEAU a paycheck for the next pay period. On other occasions, Defendants gave DRAPEAU a paycheck and asked DRAPEAU to wait several days before depositing the paycheck.

Additionally, because of the wage and hour violations alleged above, Defendants also failed to provide DRAPEAU compliant itemized wage statements. For example, Defendants did not furnish wage statements which include all earned wages, missed meal periods, missed meal period wages, missed meal period wage rates, earned commissions, commission rates, etc. Further, Defendants failed to keep all required records for DRAPEAU.

DRAPEAU gave Defendants more than 72 hours of notice that DRAPEAU would resign and that DRAPEAU's last day of work would be September 8, 2022. Defendants did not provide DRAPEAU a final paycheck on September 8, 2022. On or about September 14, 2022, DRAPEAU returned to Defendants' restaurant in person to request DRAPEAU's final paycheck. Defendants informed DRAPEAU that Defendants still did not have a check for DRAPEAU.

On or about October 5, 2022, Defendants made a payment to DRAPEAU through a mobile cell phone payments application called Venmo with a transaction comment "8/9/22 – 9/11/22". On or about October 5, 2022, Defendants also messaged DRAPEAU that they would pay DRAPEAU commission wages the next day. DRAPEAU followed up with Defendants several times about unpaid commissions. On October 16, 2022, Defendants paid DRAPEAU only a portion of the earned commission wages.

More than 30 days have passed since DRAPEAU resigned on or about September 8, 2022, which entitles DRAPEAU to waiting time penalties for Defendants willful failure to pay DRAPEAU all earned wages. As a result, DRAPEAU is entitled to an additional 30 days of pay as a waiting time penalty, which Defendants have not paid DRAPEAU yet.

DRAPEAU is informed and believes that Defendants employed several other aggrieved employees, Plaintiffs, who were also victims of Defendants' labor code violations. DRAPEAU is informed and believes that those labor code violations against Plaintiffs include, but are not limited to, the same labor code violations DRAPEAU alleges in this PAGA notice letter that Defendants committed against DRAPEAU, as well as other violations such as unpaid overtime.

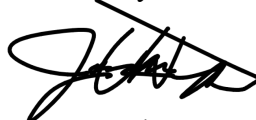
Defendants' violations were all knowing and willful in disregard of the Labor Code and Industrial Welfare Commission ("IWC") Wage Orders. Accordingly, Plaintiffs are entitled to recovery of civil penalties pursuant to various regulations and statutes including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

REQUEST TO THE LWDA

Accordingly, DRAPEAU respectfully requests that the Labor & Workforce Development Agency ("LWDA") initiate an enforcement action with respect to the violations described or authorize DRAPEAU to do so on behalf of the State of California. If the LWDA declines to pursue enforcement, DRAPEAU intends to litigate the PAGA claim with a Superior Court action on his own behalf for individual claims and in a representative capacity on behalf of California for the other aggrieved employees within the statute of limitations period, for civil penalties pursuant to various regulations and statutes including, but not limited to, Wage Order 5-2001 sections 3, 4, 7, 11, 12, 20, and pursuant to Labor Code sections including, but not limited to, sections 7, 98, 98.6, 98.7, 200, 201, 202, 203, 204, 204.1, 206, 206.5, 210, 212, 215, 216, 218.6, 221, 222, 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 230.8, 232.5, 233, 246, 246.5, 247, 247.5, 248.5, 256, 351, 500, 510, 512, 516, 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199, 2502, 2698, 2699, 2699.3, 2699.5, 2751, and 2802 et al.

If you have any questions or concerns regarding the above, please do not hesitate to contact my office. Thank you for your attention to this matter.

Sincerely,



Jason Whooper

cc:

SENT VIA CERTIFIED U.S. MAIL

Medcafe Westwood LLC (DBA: Skylight Gardens)
1139 Glendon Ave
Los Angeles, CA 90024

David Clinco
1139 Glendon Ave
Los Angeles, CA 90024

Matthew Clinco
1139 Glendon Ave
Los Angeles, CA 90024

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☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
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Total Postage and Fees		
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 City, State, ZIP+4®
 Los Angeles, CA 90024

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Total Postage and Fees		
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☐ Return Receipt (electronic)	\$	\$0.00
☐ Certified Mail Restricted Delivery	\$	\$0.00
☐ Adult Signature Required	\$	\$0.00
☐ Adult Signature Restricted Delivery	\$	\$0.00
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\$	\$4.78	
Total Postage and Fees		
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 Los Angeles, CA 90024

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

1 **Case Name: *Paulette Drapeau v. Medcafe Westwood LLC dba Skylight Gardens; David Clinco;***
2 ***Matthew Clinco; and Does 1-100, inclusive***

3 **PROOF OF SERVICE**

4 I am employed in the County of San Diego, in the State of California. I am over the age of
5 eighteen (18) years old and not a party to this action; my business address is 1916 3rd Avenue,
6 San Diego, CA 92101.

7 On February 9, 2023, I served a true and correct copy of the following document(s):

8 1. PAGA Notice Letter on behalf of Paulette Drapeau

9 on all interested parties in this action as follows using the method indicated below:

10 Medcafe Westwood LLC (DBA: Skylight Gardens)
11 1139 Glendon Ave
Los Angeles, CA 90024

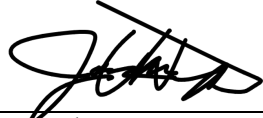
12 David Clinco
13 1139 Glendon Ave
Los Angeles, CA 90024

14 Matthew Clinco
15 1139 Glendon Ave
16 Los Angeles, CA 90024

17 [x] U.S. Certified Mail: I am readily familiar with the firm's practice of collection and
18 processing correspondence for mailing. Accordingly, the above-referenced document(s)
19 were enclosed in a sealed envelope which, in the ordinary course of business, was or will
be deposited with the United States Postal Service the same day; and said envelope was
addressed as shown above to the interested parties.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct.

22 Executed on February 9, 2023, in San Diego, California

23 
24 _____
Jason Whooper