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Attorneys for Plaintiff Kingston Wesley

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Kingston Wesley, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

Empower Health Group LLC, a Delaware
Corporation; Elevations Substance Abuse
Facility LLC, a Delaware Corporation; Eternal
Purpose Recovery Center LLC, a California
Corporation; Northridge Addiction Treatment
Center LLC, a California Corporation; White
Oak Recovery Center LLC, a California
Corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV08719

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Straight-Time and Overtime Wages
2. Failure to Provide Compliant Meal Periods
3. Failure to Authorize and Permit Compliant Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
8. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles

06/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

1 Plaintiff KINGSTON WESLEY (hereinafter “Plaintiff” or “Wesley”), an individual, on
2 behalf of himself and all other similarly situated current and former employees, alleges on
3 information and belief, except for his own acts and experiences, which are based on personal
4 knowledge, the following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendant Empower Health Group
7 LLC (hereinafter “Defendant EHG”), Defendant Elevations Substance Abuse Facility LLC
8 (hereinafter “Defendant Elevations”), Defendant Eternal Purpose Recovery Center LLC
9 (hereinafter “Defendant Eternal Purpose”), Defendant Northridge Addiction Treatment Center LLC
10 (hereinafter “Defendant Northridge”), and Defendant White Oak Recovery Center LLC (hereinafter
11 “Defendant White Oak”) (collectively hereinafter the “Defendants”) for (i) failing to pay straight-
12 time and overtime wages at the lawful regular rate of pay for all work performed; (ii) failing to
13 provide compliant duty-free meal periods; (iii) failing to authorize and permit compliant paid duty-
14 free rest periods; (iv) failing to pay all owed wages each and every pay period; (v) failure to
15 reimburse business expenses; (vi) failing to provide accurate, compliant, itemized wage statements;
16 (vii) failing to pay all wages owed upon separation of employment; (viii) violation of California’s
17 Unfair Competition Law (“UCL”); (ix) violating the California Private Attorneys General Act
18 (hereinafter the “PAGA”).

19 2. Plaintiff is a Member of and the named representative for the Class, the Separated
20 Employee Subclass, and the Wage Statement Subclass, as defined in Paragraphs 17-19 below. The
21 term “Class” includes Plaintiff and all other persons who are members of the “Class,” and/or the
22 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined.

23 3. On behalf of himself and other Members of the Class and Subclasses, Plaintiff
24 seeks: 1) all straight-time and overtime wages owed, under Labor Code §§ 510, 1194 and 1197; 2)
25 an additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C.
26 Wage Order for each day Defendants failed to provide all required, compliant meal breaks; 3) an
27 additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage
28 Order for each day Defendants failed to authorize and permit all required, compliant, paid rest

periods; 4) unpaid wages, due every pay period, under Labor Code § 204; 5) reimbursement of incurred business expenses, under Labor Code § 2802; 6) unpaid wages, due at the time of resignation or termination, under Labor Code §§ 201 and/or 202; 7) continuation wages under Labor Code § 203; 8) penalties for inaccurate/non-compliant itemized wage statements, under Labor Code § 226(e); 9) restitution under California Business & Professions Code (“Cal. Bus. & Prof. Code”) § 17203; and 10) injunctive relief under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200.

4. The State of California Private Attorneys General Act of 2004 allows for a tolling of the limitations period during the period during which the California Labor and Workforce Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be curing, the alleged violations. Cal. Labor Code § 2699.3(d). On April 19, 2023, pursuant to Cal. Labor Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Wesley, provided written notice via online filing with the LWDA and via certified mail, with return-receipt, to the employer / Defendants, alleging violations of the California Labor Code and the facts and theories that support the alleged violations. (*see* **Exhibit 1**, attached hereto and incorporated by this reference herein). Additionally, on April 19, 2023, pursuant to Cal. Labor Code §2699.3(a)(1)(B), counsel for Plaintiff, on behalf of Wesley, submitted the required filing fee of \$75.00 to the LWDA. (*see* **Ex. 1**).

JURISDICTION AND VENUE

5. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure (“Cal. Code of Civ. Proc.”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is brought as a Class Action on behalf of Plaintiff and other similarly situated employees of Defendants, pursuant to Cal. Code of Civ. Proc. § 382.

6. Venue is proper in this Court, pursuant to Cal. Code of Civ. Proc. §§ 395 and 395.5, because Plaintiff performed work on behalf of Defendants in the County of Los Angeles, and Defendants committed the wrongful conduct herein alleged in the County of Los Angeles against Plaintiff and Members of the Class.

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THE PARTIES

A. Plaintiff and the Class

7. Plaintiff Kingston Wesley was employed by Defendants as a behavioral health technician, alumni coordinator, and admissions coordinator working at multiple facilities owned and/or operated by Defendants in California (including from home and at Defendants' corporate office) from approximately July 2021 *through* February 28, 2023. At the commencement of his employment Plaintiff earned \$25 per hour and earned monetary bonuses when enrolling three (3) or more new patients in a single day. On certain occasions Plaintiff was required to drive between multiple work sites in the same workday and failed to receive reimbursement for his mileage when driving his personal vehicle between work locations. Further, Plaintiff used his cellular telephone for work purposes and failed to receive reimbursement from Defendants. For a significant portion of his employment, Defendants failed to maintain any accurate time records evidencing when Plaintiff worked, including the recordation of meal period times.

8. Plaintiff was not paid wages (both straight-time and overtime wages) for all time actually worked, including but not limited to, time spent working from home, travelling, responding to phone calls and text messages, and time not actually recorded on a daily basis due to Defendants' failure to maintain an immutable time-keeping system. At the commencement of his employment, Plaintiff was never instructed to record meal periods and due to his work demands failed to receive compliant meal breaks and rest periods on a frequent basis throughout his employment.

9. The Members of the Class and Subclasses are similarly situated persons who are presently employed or were formerly employed by Defendants in the State of California as non-exempt employees working as behavioral health technicians, counselors, case managers, coordinators, alumni coordinators, recruiters, therapists, and/or similarly titled positions who: 1) were not paid straight-time and overtime wages at the lawful rate of pay for all work performed; 2) were not provided with uninterrupted, compliant, duty-free 30-minute meal breaks; 3) were not authorized and permitted to take compliant, paid, duty-free 10-minute rest periods; 4) were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred business

1 expenditures; 6) were not provided with all earned wages upon their separation of employment;
2 and/or, 7) were not provided compliant accurate itemized wage statements.

3 10. The true names and capacities, whether individual, corporate, associate or otherwise
4 of the Defendants sued herein as DOES 1 through 50, inclusive, are presently unknown to Plaintiff,
5 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code §
6 474. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants
7 designated herein is legally responsible in some manner for the unlawful acts referred to herein. To
8 the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true
9 names and capacities of these Defendants, when they have been ascertained and become known.

10 11. The agents, servants and/or employees of Defendants and each of them, acting on
11 behalf of the Defendants, acted within the course and scope of his, her or its authority as the agent,
12 servant and/or employee of the Defendants, and personally participated in the conduct alleged
13 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the
14 acts of each Defendant are legally attributable to the other Defendants and all Defendants are
15 jointly and severally liable to Plaintiff and the other non-exempt hourly employees, for the loss
16 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or
17 employees.

18 **B. Defendants**

19 12. Defendant EHG provides treatment for substance abuse disorders and mental health
20 conditions via a multidisciplinary team of physicians, nurses, counselors, and support staff at
21 approximately six (6) residential inpatient facilities in the State of California and a single facility in
22 the State of Florida. The website for Defendants is: <https://www.empowerhealthgroup.com/>

23 13. Defendant EHG owns and/or operates Defendant Elevations (located at: 3540 Pansy
24 Drive, Calabasas, California 91302), Defendant Eternal Purpose (located at: 5819 Cleon Ave.,
25 North Hollywood, California 91601), Defendant Northridge (located at: 9450 Tampa Ave.,
26 Northridge, California 91324), and Defendant White Oak (located at: 20112 Stare St., Chatsworth,
27 California 91311 and 18200 Lassen St., Northridge, California 91325). Additionally, Defendants
28 own and/or operate an additional business location know as the "Southern California Addiction

1 Recovery” (hereinafter “SCA”) located at: 19238 Arminta St., Reseda, California 91335.

2 14. Defendants receive payment for services from both patients on a cash basis and
3 directly from insurance carriers such as Cigna, Aetna, Anthem, Humana, etc.

4 15. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
6 but is informed and believes and thereon alleges that said Defendants are legally responsible for the
7 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
8 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants
9 when ascertained.

10 16. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
11 all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
12 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
13 attributable to the other Defendants.

14 **CLASS ACTION ALLEGATIONS**

15 17. Plaintiff brings this action on behalf of himself and all other similarly situated
16 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a
17 Class composed of defined as follows:

18 **All of Defendants’ non-exempt hourly employees working in the State of**
19 **California at any time since April 19, 2019 through the date as determined by**
20 **the Court (“Class Period”) (“Class Members”).**

21 18. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
22 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

23 **All Class Members whose employment ended at any time since April 19, 2020**
24 **(“Separated Subclass Members”).**

25 19. Plaintiff also seeks to bring this action on behalf of himself and all other similarly
26 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

27 **All Class Members who worked at any time since April 19, 2022**
28 **(“Wage Statement Subclass Members”).**

1 20. This action has been brought and may be maintained as a class action pursuant to
2 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
3 persons who comprise a readily ascertainable class.

4 a. The Class Members are so numerous that individual joinder of all of them as
5 plaintiffs is impractical. Although the exact number of Class members is unknown
6 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
7 there are not less than 100 Class Members.

8 b. The identity of Class Members can readily be determined from Defendants' records.
9 Defendants' records include the name and address of every person who performed
10 work for them during the Class Period.

11 c. Common questions of law and fact exist as to Class Members and predominate over
12 any questions that may affect only individual Class Members. These common
13 questions include, but are not limited to:

14 (1) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197 fail to
15 pay Plaintiff and Class Members for all straight-time and overtime wages
16 owed to them at the lawful rates of pay?

17 (2) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
18 I.W.C. Wage Order by failing to provide all compliant duty-free
19 uninterrupted 30-minute meal periods afforded under California law,
20 including but not limited to second meal periods (when required), as alleged
21 herein?

22 (3) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
23 I.W.C. Wage Order by failing to authorize and permit compliant duty-free
24 paid rest periods as alleged herein?

25 (4) Did Defendants, in violation of Labor Code § 2802, fail to indemnify Class
26 Members for all necessary expenditures or losses incurred in the course of
27 their duties?

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- (5) Did Defendants fail to provide Wage Statement Subclass Members with accurate, compliant, and itemized wage statements?
- (6) Are Defendants liable for civil penalties under Labor Code § 226?
- (7) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely all wages owed to Separated Subclass Members upon separation?
- (8) Did Defendants act willfully when they failed to pay timely all wages owed to Separated Subclass Members upon separation?
- (9) Are Defendants liable for penalty wages under Labor Code § 203?
- (10) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by their unlawful practices, as alleged herein?
- (11) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by failing to pay Plaintiff and the Class Members all wages earned each pay period, in violation of Labor Code § 204, as alleged herein?
- (12) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?
- (13) Are Defendants liable for pre-judgment interest?
- (14) Are Defendants liable for attorney's fees and costs?

d. Plaintiff is a Member of the Class and the Subclasses, and his claims are typical of the claims of the other Class Members and Subclass Members. Plaintiff is informed and believes and thereon alleges that Defendants maintain policies or practices of: 1) failing to pay straight-time wages and overtime wages at the lawful rate of pay for all hours actually worked; 2) failing to provide compliant meal breaks; 3) failing to authorize and permit compliant rest periods; 4) failing to pay employees for all wages earned during each pay period; 5) failing to reimburse employees for all incurred business expenses; 6) failing to pay employees all earned wages due upon separation of employment; and/or 7) failing to provide employees with accurate, compliant itemized wage statements.

e. Plaintiff will adequately and fairly protect the interests of the Class Members and Subclass Members. Plaintiff has no interest adverse to the interests of absent Class

Members and Subclass Members. Plaintiff is represented by legal counsel who has substantial class action experience in civil litigation and employment law.

21. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class Members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

FIRST CAUSE OF ACTION
Failure to Pay Straight-Time and Overtime Wages
(By Plaintiff and the Class Members against all Defendants)

22. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

23. At all relevant times, Plaintiff and the Class Members were employees of Defendants covered by Labor Code §§ 510, 1194, and 1197, and applicable I.W.C. Wage Orders.

24. By their failure to pay straight-time wages and overtime wages for all time worked at the lawful regular rate of pay, Defendants willfully breached their agreement to pay wages, in violation of Labor Code §§ 510, 1194 and 1197, and the applicable I.W.C. Wage Order(s).

25. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of failing to pay wages at the lawful rate of pay for all time actually worked, including but not limited to, failing to accurately record all time actually worked, time spent working from home, travelling between work sites in the same work day, responding to phone calls and text messages.

26. Defendants also paid Plaintiff and the Class Members monetary bonuses for enrolling new patients but failed to incorporate this compensation into the regular rate of pay calculation for purposes of compensating correctly for all overtime work performed at the legal rate

1 of pay.

2 27. As a result of Defendants' unlawful and willful conduct, employees have suffered
3 damages in an amount, subject to proof, to the extent they were not paid all straight-time and
4 overtime wages at the lawful regular rate of pay for all hours actually worked and owed to them
5 under Labor Code §§ 510, 1194 and 1197, and the applicable I.W.C. Wage Order(s).

6 28. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class
7 Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-
8 judgment interest, reasonable attorney's fees, and costs of suit.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Required Meal Breaks**
(By Plaintiff and the Class Members against all Defendants)

11 29. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

12 30. At all relevant times, Plaintiff and the Class Members were and/or are employees of
13 Defendants, covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

14 31. Pursuant to Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order,
15 Plaintiff and the Class Members are entitled to a meal break of at least thirty (30) minutes for each
16 workday that they worked more than five (5) hours, and a second meal period of at least thirty (30)
17 minutes for each workday they worked more than ten (10) hours, and one additional hour of pay for
18 every day that all required, compliant meal breaks are not provided.

19 32. Defendants have failed to provide Plaintiff and the Class Members with compliant
20 meal breaks in accordance with Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage
21 Order. Plaintiff and other Class Members frequently failed to receive compliant meal periods.

22 33. Defendants failed to provide Plaintiff and the Class Members the additional hour of
23 pay required by Labor Code § 226.7 and the applicable I.W.C. Wage Order. Plaintiff is informed
24 and believes and thereon alleges that at all relevant times within the applicable limitations period,
25 Defendants maintained and continue to maintain a policy or practice of not paying additional pay at
26 the lawful rate of pay to non-exempt employees for the failure to provide compliant meal breaks.

27 34. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
28 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages

1 at the lawful rate of pay owed for the failure to provide compliant meal breaks.

2 35. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
3 recover the full amount of their unpaid additional wages for unprovided meal breaks. Pursuant to
4 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
5 attorney's fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code §3287(a), Plaintiff
6 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
7 for missed meal breaks at the lawful rate of pay.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Authorize and Permit Required Paid Rest Periods** (By Plaintiff and the Class Members against all Defendants)

10 36. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

11 37. At all relevant times, Plaintiff and the Class Members were employees of
12 Defendants covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

13 38. Pursuant to Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order,
14 Plaintiff and the Class Members were entitled to properly paid rest periods of at least ten (10)
15 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
16 additional pay for every day that each and every required paid rest period was not authorized and
17 permitted. Further, Plaintiff and the Class Members were frequently denied their first rest period of
18 at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4) hours, a
19 first and second rest period of at least ten (10) minutes for some shifts worked of between six (6)
20 and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
21 shifts worked of ten (10) hours or more.

22 39. Defendants failed to provide Plaintiff and the Class Members the additional hour of
23 pay required under Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order. Plaintiff
24 is informed and believes and thereon alleges that at times during the applicable limitations period,
25 Defendants maintained and continue to maintain a policy or practice of requiring Plaintiff and
26 Class Members to remain "on-duty" during their rest periods due to their work requirements and
27 not paying additional pay to non-exempt employees for missed rest periods at the lawful rate of
28 pay. Defendants failed to provide and continue to fail to properly pay Plaintiff and the Class

1 Members at the regular rate of pay for all rest periods, as required by law.

2 40. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
4 owed for missed rest periods at the lawful rate of pay.

5 41. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
6 recover the full amount of their unpaid additional wages for missed rest periods. Pursuant to Labor
7 Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorney's
8 fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the
9 Class Members are entitled to recover prejudgment interest on the additional pay owed for missed
10 rest periods.

11 **FOURTH CAUSE OF ACTION**
12 **Failure to Reimburse Required Expenses**
(By Plaintiff and the Class Members against all Defendants)

13 42. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

14 43. At all relevant times, Plaintiff and the Class Members were employees of
15 Defendants covered by Labor Code § 2802 which provides, in relevant part, that:

16 An employer shall indemnify his or her employee for all necessary expenditures or
17 losses incurred by the employee in direct consequence of the discharge of his or her
18 duties, or of his or her obedience to the directions of the employer, even though
19 unlawful, unless the employee, at the time of obeying the directions, believed them
20 to be unlawful.

21 44. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
22 reimburse and indemnify the Plaintiff and the Class Members for cellular/mobile telephone
23 usage/data and not providing them with company phones. Additionally, Plaintiff and the Class
24 Members would travel between worksites in the same workday in their personal vehicles and
25 Defendants failed provide reimbursement for this incurred work expenditure.

26 45. Labor Code § 2802(b) and (c) provides for interest at the statutory post judgment
27 rate of ten percent (10%) simple interest per annum from the date of the expenditure, plus
28 attorneys' fees to collect reimbursement.

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46. Plaintiff therefore demands reimbursement for expenditures or losses incurred by him and the Class Members in the discharge of their duties for Defendants, or their obedience to the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs under Labor Code § 2802.

FIFTH CAUSE OF ACTION

Failure to Provide Compliant Accurate Itemized Wage Statements

(By Plaintiff and the Wage Statement Subclass Members against all Defendants)

47. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

48. At all relevant times, Plaintiff and the Wage Statement Subclass Members were and/or are employees of Defendants covered by Labor Code § 226.

49. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass Members are entitled to receive, semi-monthly or at the time of each payment of wages, an accurate, compliant itemized statement showing gross wages earned; net wages earned; all applicable hourly rates in effect during the pay period; the corresponding number of hours worked at each hourly rate by the employee; the inclusive dates of the period for which the employee is paid; and the name and address of the legal entity that is the employer.

50. Defendants have failed to provide Plaintiff and the Wage Statement Subclass Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a) and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendants maintained a policy or practice of failing to pay straight-time wages and overtime wages for all time actually worked at the lawful regular rate of pay, failing to accurately record all hours actually worked, failing to pay meal break premium payments, failing to pay rest period premium payments, and failing to itemize the applicable rates of compensation. Defendants’ practice resulted and continues to result in the issuance of non-compliant ‘wage statements’ to Wage Statement Subclass Members that do not show the correct amount of gross wages earned, the correct amount of net wages earned, the correct number of hours worked, the correct hourly rates of pay in effect for each hour worked, and the correct deductions made thereto for taxing authority purposes.

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1 51. Defendants' failure to provide Plaintiff and the Wage Statement Subclass Members
2 with compliant and accurate itemized wage statements was and is knowing and intentional.
3 Defendants have had the ability to provide Plaintiff and the Wage Statement Subclass Members
4 with accurate wage statements, but intentionally provided 'wage statements' that Defendants knew
5 were not accurate or compliant.

6 52. As a result of Defendants' conduct, Plaintiff and the Wage Statement Subclass
7 Members have suffered injury. The absence of accurate and complete information on their wage
8 statements has prevented timely challenges to Defendants' unlawful pay practices, has and will
9 require discovery and mathematical computations to determine the amount of wages owed and
10 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
11 time and pay records, and has led to the submission of inaccurate information about wages and
12 deductions to state and federal government agencies.

13 53. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
14 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
15 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
16 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
17 four thousand dollars (\$4,000) per employee.

18 54. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
19 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
20 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
21 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
22 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
23 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
24 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
25 for ensuring Defendants' compliance with Labor Code § 226(a).

26 55. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
27 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
28 §226(e), reasonable attorney's fees and costs of suit.

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(By Plaintiff and the Separated Subclass Members against all Defendants)

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1 prior to separation, Defendants knew what they were doing and intended to do what they did.

2 61. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass
3 Members are entitled to all wages earned prior to separation that Defendants did not pay them.

4 62. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are
5 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
6 until paid, up to a maximum of 30 days.

7 63. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
8 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
9 earned prior to separation in violation of Labor Code § 201 or § 202.

10 64. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
11 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
12 wages owed to them in violation of Labor Code § 203.

13 65. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass
14 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
15 reasonable attorney's fees and costs of suit. Plaintiff and the Separated Subclass Members are
16 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
17 Labor Code § 218.6 and/or Civil Code § 3287(a).

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19 **SEVENTH CAUSE OF ACTION**
20 **Violation of California's Unfair Competition Law ("UCL")**
21 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
22 (By Plaintiff and the Class Members against all Defendants)

21 66. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

22 67. Plaintiff brings this claim on behalf of himself and all others similarly situated in his
23 representative capacity against Defendants and Does 1 through 50, for their unlawful business acts
24 and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the "UCL"), which prohibits
25 all unlawful business acts and/or practices.

26 68. Defendants are each a "person," as that term is defined under Cal. Bus. & Prof.
27 Code § 17021.

28 ///

1 69. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
2 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
3 respect to unfair competition as follows:

4 Any person who engages, has engaged, or proposes to engage in
5 unfair competition may be enjoined in any court of competent
6 jurisdiction. The court may make such orders or judgments,
7 including the appointment of a receiver, as may be necessary to
8 prevent the use or employment by any person of any practice which
constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

9 Cal. Bus. & Prof. Code § 17203.

10 70. By the conduct alleged herein, Defendants have engaged and continue to engage in
11 business practices that violate California law, including but not limited to, the applicable I.W.C.
12 Wage Order(s), the California Code of Regulations, and the California Labor Code, including §§
13 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which this Court
14 should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, as
15 may be necessary to prevent and remedy the conduct held to constitute unfair competition,
16 including restitution of wages and premium pay wrongfully withheld.

17 71. By the conduct alleged herein, Defendants' practices were and are unlawful and
18 unfair in that these practices have violated public policy, are immoral, unethical, oppressive,
19 unscrupulous or substantially injurious to employees, and are without valid justification or utility,
20 for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code
21 § 17203, including restitution of wages wrongfully withheld.

22 72. By the conduct alleged herein, Defendants' practices were and are deceptive and
23 fraudulent, in that Defendants' uniform policy and practices have failed to pay Plaintiff and the
24 Class Members with all straight-time wages and overtime wages at the lawful rate of pay for all
25 time actually worked, and have failed to provide lawful meal breaks and to authorize and permit
26 compliant paid rest periods, have failed to pay wages earned each and every pay period, have failed
27 to provide accurate and compliant itemized wage statements, have failed to reimburse incurred
28 business expenses, and have failed to pay all wages owed upon separation of employment, as

1 alleged herein, pursuant to the applicable Cal. Lab. Code, and I.W.C. requirements in violation of
2 Cal. Bus. & Prof. Code § 17200, *et seq.*, and for which this Court should issue injunctive and
3 equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages and
4 premium pay wrongfully withheld.

5 73. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
6 deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members
7 to be underpaid during their employment with Defendants.

8 74. By the conduct alleged herein, Defendants' practices are also unfair and deceptive,
9 in that Defendants' uniform policies, practices and procedures have failed to provide mandatory
10 meal breaks and/or to authorize and permit compliant rest periods to Plaintiff and the Class
11 Members.

12 75. By and through the unlawful and unfair business practices described herein,
13 Defendants have obtained valuable property, money and services from Plaintiff and the Class
14 Members, including earned wages for all straight-time wages and overtime worked, and meal and
15 rest period premium wages, and have deprived them of valuable rights and benefits guaranteed by
16 law and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
17 allow Defendants to unfairly compete against competitors who comply with the law.

18 76. All of the acts described herein as violations of, among other things, the I.W.C.
19 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
20 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
21 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of Cal. Bus. &
22 Prof. Code § 17200, *et seq.*

23 77. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
24 necessary to restore to them the money and property that Defendants have acquired, or of which
25 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
26 and unfair business practices, including earned but not limited to unpaid wages for all time worked.

27 78. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
28 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief

1 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
2 practices in the future.

3 79. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
4 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
5 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
6 practices described herein, Plaintiff and the Class Members have suffered and will continue to
7 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
8 engage in these unlawful and unfair business practices.

9 80. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
10 including restitution, attorney's fees and costs, declaratory relief, and a permanent injunction
11 enjoining Defendants from their unlawful and/or unfair activity.

12 **EIGHTH CAUSE OF ACTION**
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698 *et seq.*]

13 (By Plaintiff on behalf of all aggrieved employees against all Defendants)

14 81. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding
15 paragraphs as though fully set forth herein.

16 82. PAGA is a mechanism by which the State of California itself can enforce state labor
17 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
18 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
19 a law enforcement action designed to protect the public and not to benefit private parties. The
20 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
21 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
22 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
23 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
24 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

25 83. Plaintiff brings this Representative Action on behalf of the State of California with
26 respect to himself and all non-exempt hourly employees working in the State of California at any
27 time since April 19, 2022, and who are Class Members (the "Aggrieved Employees").

28 ///

84. On April 19, 2023, Counsel for Plaintiff on behalf of Wesley gave written notice by online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See Exhibit 1*). The statutory waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

85. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendants failure to pay all owed straight-time and overtime wages at the lawful regular rate of pay for all work performed, failure to provide compliant meal periods, failure to provide compliant duty-free rest periods, failure to reimburse required expenses, failure to pay all wages owed every pay period, failure to provide accurate, compliant itemized wage statements, and failure to provide all wages owed upon separation of employment and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff Wesley hereby seeks recovery of civil penalties as prescribed by PAGA as the representatives of the State of California for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees, against whom one or more of the violations of the California Labor Code was committed.

PRAYER FOR RELIEF

WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a class action;
- B. An order appointing Plaintiff as representative for the Class;
- C. An order appointing Plaintiff's counsel as counsel for the Class;
- D. Damages for unpaid straight-time and overtime wages;
- E. Civil Penalties under Labor Code § 226(e);
- F. Damages for unpaid premium pay owed for meal period violations, pursuant to Labor Code § 226.7;
- G. Damages for unpaid premium pay owed for rest periods that Defendants failed to authorize and permit, pursuant to Labor Code § 226.7;

- 1 H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
2 I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
3 J. Penalty continuation wages, under Labor Code § 203;
4 K. Restitution for unpaid wages, under Cal. Bus. & Prof. Code § 17203;
5 L. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
6 *seq.*, requiring that Defendants provide compliant, itemized wage statements and
7 cease and desist from their other unlawful and/or unfair employment practices;
8 M. Recovery of civil penalties as prescribed by PAGA;
9 N. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
10 2699(g);
11 O. Pre-judgment and post-judgment interest at the maximum legal rate;
12 P. Reasonable attorneys' fees;
13 Q. Costs of suit; and,
14 R. Such other relief as the Court may deem just and proper.

15
16 Dated: June 26, 2023

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

17
18 By: 
Alexander I. Dychter
19 Attorneys for Plaintiff Wesley

20 **DEMAND FOR JURY TRIAL**

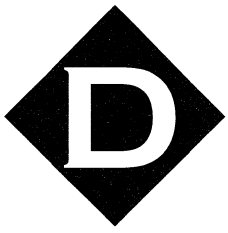
21 Plaintiff demands a trial by jury for himself and the Class on all claims so triable.

22 Dated: June 26, 2023

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

23
24 By: 
Alexander I. Dychter
25 Attorneys for Plaintiff Wesley
26
27
28

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

180 BROADWAY, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

April 19, 2023

VIA ONLINE PORTAL FILING ONLY

California Labor & Workforce Development Agency ("LWDA")

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[7022 2410 0001 8940 0149]

Empower Health Group LLC
c/o: Neil C. Evans
13351 D Riverside Drive
Suite 612
Sherman Oaks, CA 91423

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[7022 2410 0001 8940 0316]

Elevations Substance Abuse Facility LLC
c/o: LEGALINC Registered Agents, Inc.
Four Embarcadero Center, Ste. 1400 #85
San Francisco, CA 94111

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[7022 2410 0001 8940 0330]

Eternal Purpose Recovery Center LLC
c/o: LEGALCORP SOLUTIONS, Inc.
8939 S. Sepulveda Blvd., Ste. 102
Los Angeles, CA 90045

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[7022 2410 0001 8940 0347]

Northridge Addiction Treatment Center LLC
c/o: LEGALCORP SOLUTIONS, Inc.
8939 S. Sepulveda Blvd., Ste. 102
Los Angeles, CA 90045

**VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

[7022 2410 0001 8940 0354]

White Oak Recovery Center LLC
c/o: Timothy Meise
16300 Devonshire St.
Granada Hills, CA 91344

Re: Notice of Violation of California Labor Code Sections 201-204, 221, 226, 226.7, 510, 512, 558, 1194, 1197, 2802; Industrial Welfare Commission Wage Order(s), And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Kingston Wesley (the "Plaintiff") and other aggrieved employees in a class action lawsuit against Empower Health Group LLC, Elevations Substance Abuse Facility LLC, Eternal Purpose Recovery Center LLC, Northridge Addiction Treatment Center LLC, and White Oak Recovery Center LLC (collectively hereinafter the "Defendants"). Plaintiff and other employees were employed as non-exempt hourly employees in the State of California, primarily performing recruiting and counseling services at Defendants various in-patient facilities which provide treatment for substance abuse disorders and mental health conditions in California. Defendants have failed to pay straight-time wages and overtime wages at the lawful regular rate of pay for all work performed, failed to provide compliant duty-free meal periods, failed to authorize and permit rest periods, failed to reimburse required expenses (including cellular telephone usage/data and mileage), failed to pay all wages owed each and every pay period, failed to provide accurate, compliant, itemized wage statements, failed to pay all wages owed upon separation of employment, all in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiff on April 19, 2023 in the Superior Court of California – County of Los Angeles is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (v) sets forth the illegal practices used by Defendants. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask. Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendants.

This Notice Letter is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of Los Angeles on April 19, 2023, against Defendants as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved employees who worked for Defendants in the State of California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC



Alexander I. Dychter, Esq.
Attorneys for Plaintiff Kingston Wesley

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Wednesday, April 19, 2023 5:13:45 PM

4/19/2023

LWDA Case No. LWDA-CM-949665-23
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Kingston Wesley
Employer: Empower Health Group LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Wednesday, April 19, 2023 5:14:18 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-949665-23

Order Number: ORD-000217748

Total:\$75.00

Card Type: Visa

Date: 4/19/2023

Billing Information

Name: Alexander Dychter

Email: alex@dychterlaw.com

Billing Address:

180 Broadway, Ste. 1835

San Diego, California

92101

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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To EMPOWER HEALTH GROUP LLC C/O NEIL C. EVANS	
Street and Apt. No., or PO Box No. 13351 D RIVERSIDE DRIVE, SUITE 612	
City, State, ZIP+4® SHERMAN OAKS, CA 91423	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To ELEVATIONS SUBSTANCE ABUSE FACILITY LLC RESIDUAL	
Street and Apt. No., or PO Box No. FOUR EMBARCADERO CENTER, STE. 1400 #85	
City, State, ZIP+4® SAN FRANCISCO, CA 94111	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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Street and Apt. No., or PO Box No. 8739 S. SEPULVEDA BLVD., STE. 102	
City, State, ZIP+4® LOS ANGELES, CA 90045	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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Postage \$	
Total Postage and Fees \$	
Sent To NORTHBRIDGE ADDICTION TREATMENT CENTER LLC C/O LISA GARCIA	
Street and Apt. No., or PO Box No. 8739 S. SEPULVEDA BLVD., STE. 102	
City, State, ZIP+4® LOS ANGELES, CA 90045	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To WHITE OAK RECOVERY CENTER LLC C/O TIMOTHY	
Street and Apt. No., or PO Box No. 16300 DEVONSHIRE ST.	
City, State, ZIP+4® GRANADA HILLS, CA 91344	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

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1. Article Addressed to:

Elevations Substance Abuse Facility LLC
c/o: LEGALINC Registered Agents, Inc.
Four Embarcadero Center, Ste. 1400 #85
San Francisco, CA 94111



9590 9402 8085 2349 8987 70

2. Article Number (Transfer from service label)

7022 2410 0001 8940 0316

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X *Jasmi*☐ Agent☐ Addressee

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C. Date of Delivery

4/25/23

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1. Article Addressed to:

Northridge Addiction Treatment Center LLC
c/o: LEGALCORP SOLUTIONS, Inc.
8939 S. Sepulveda Blvd., Ste. 102
Los Angeles, CA 90045



9590 9402 8085 2349 8987 56

2. Article Number (Transfer from service label)

7022 2410 0001 8940 0347

PS Form 3811, July 2020 PSN 7530-02-000-9053

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A. Signature

X *William*☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-25-23

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1. Article Addressed to:

Eternal Purpose Recovery Center LLC
c/o: LEGALCORP SOLUTIONS, Inc.
8939 S. Sepulveda Blvd., Ste. 102
Los Angeles, CA 90045



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2. Article Number (Transfer from service label)

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PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *William*☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

4-25-23

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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