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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/11/2023 1:51 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Mercer, Deputy Clerk

Attorneys for Plaintiff AIREANNA MARIE CHAPMAN as a designated Private Attorney General, pursuant to the Private Attorney General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

AIREANNA MARIE CHAPMAN, as a
designated Private Attorney General

Plaintiff,

v.

MARLORA INVESTMENTS LLC; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **23LBCV02392**

COMPLAINT FOR DAMAGES

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

1 Plaintiff AIREANNA MARIE CHAPMAN (“Plaintiff”) complains and alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of state of California as a Private Attorney
5 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
6 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
7 herein by Defendant MARLORA INVESTMENTS LLC (“Defendant”). The term “RELEVANT
8 TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to
9 the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right to amend
10 this complaint to reflect a different “Time Period” as further discovery is conducted.

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

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

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

25 **JURISDICTION AND VENUE**

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

1 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
2 joint employers and conspire with one another to increase profits by engaging in the conduct
3 described in this complaint.

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

11 **PAGA ADMINISTRATIVE PREREQUISITE**

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

16 14. Prior to filing this complaint, on October 4, 2023, Plaintiff gave written notice by
17 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
18 Defendant of the specified provisions alleged to have been violated, including the facts and
19 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
20 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

21 15. More than sixty-five (65) days have passed since Plaintiff submitted her October
22 4, 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and
23 the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
24 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.
25 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
26 Attorney General with regard to her October 4, 2023, PAGA notice.

27 ///

28 ///

FACTUAL ALLEGATIONS

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

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

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

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

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay its employees earned wages by failing to compensate at the mandatory minimum wage. Defendant also failed to pay its employees at the requisite overtime rate for all hours worked in excess of eight (8) hours per workday.

21. Plaintiff alleges that Defendant failed to compensate its employees at the legally mandated wage rates for all hours worked. Specifically, Plaintiff is informed and believes and based thereon alleges that Defendant instituted a policy and practice against its employees

1 wherein Defendant failed to include all remuneration paid to all hourly non-exempt employees
2 when calculating Plaintiff's and aggrieved employees' regular rate for purposes of overtime rate
3 of pay. Specifically, Defendant paid hourly non-exempt employees incentive payments and shift
4 differential pay and failed to include it when calculating Plaintiff's and aggrieved employees'
5 regular rate for purposes of overtime rate of pay.

6 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
7 obligated to provide Plaintiff and aggrieved employees with a work-free, thirty (30) minute meal
8 period within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a
9 second thirty (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess
10 of ten (10) hours, in compliance with Labor Code Section 512. Defendant routinely denied
11 Plaintiff and aggrieved employees a full, thirty (30) minute, off-duty meal period when they
12 worked in excess of six (6) hours within the first five (5) hours of their shifts, and routinely denied
13 Plaintiff and aggrieved employees a second thirty (30) minute meal period within the tenth (10th)
14 hour of their shifts. On information and belief, neither Plaintiff nor aggrieved employees waived
15 their lawful meal periods or received compensation from Defendant for their missed meal periods.

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

24 24. By failing to include on its wage statements all minimum wage and overtime and
25 wages owed, Defendant failed to keep and provide accurate wage statements in violation of the
26 California labor code.

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

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

3 **FIRST CAUSE OF ACTION**

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

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

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

9 27. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
11 (1½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 2-
12 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
13 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

14 28. Defendant's employees regularly worked over eight (8) hours per day and forty
15 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
16 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
17 (40) hours per week for work performed for the Defendant. Upon information and belief,
18 Defendant failed to include all remuneration paid to hourly non-exempt employees for incentive
19 payments and other types of remuneration including shift differential payment, which are not
20 statutory exclusions, when calculating Plaintiff's and aggrieved employees' regular rate for
21 purposes of overtime and double-time rate of pay.

22 29. Since the LWDA has not indicated that it will be investigating more than sixty-
23 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
24 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
25 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
26 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
27 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
28 applies to any alleged violation of the following provisions: 510 and 1194.

1 30. Plaintiff is informed and believes that Defendant has violated, and continues to
2 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
3 minimum wages and overtime.

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

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

11 **SECOND CAUSE OF ACTION**
12 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
13 **COMPENSATION IN LIEU THEREOF**
14 **(Plaintiff As a Private Attorney General Against All Defendants)**

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

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

20 35. Labor Code section 226.7 provides that if an employer fails to provide an
21 employee with a meal period in accordance with this section, the employer shall pay the employee
22 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
23 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
24 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
25 relieving employees from all work duties during meal periods thereby preventing employees from
26 taking legally compliant meal periods.

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

1 throughout the Relevant Time Period, a policy and practice of failing to provide lawful work-free
2 meal periods to Plaintiff and aggrieved employees, due in part to Defendant's failure to adequately
3 staff workers to all Plaintiff and aggrieved employees to take their meal period prior to their fifth
4 (5th) hour of work, for the days on which non-exempt employees work periods in excess of five
5 (5) hours. Further, Defendant failed to provide Plaintiff and aggrieved employees a second meal
6 period on days on which non-exempt employees worked periods in excess of ten (10) hours.
7 Defendant failed to provide Plaintiff and aggrieved employees with compensation for their missed
8 and non-compliant meal periods

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

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

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

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

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 23 **WAGE STATEMENTS**

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

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

27 42. Labor Code section 226, subdivision (a), states in pertinent part that, "every
28 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her

employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

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

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

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

FOURTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Plaintiff As a Private Attorney General Against All Defendants)

46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this

1 complaint as if fully set forth herein.

2 47. Employees who ended their employment with Defendant during the Relevant
3 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
4 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
5 and 203.

6 48. Defendant refused and/or failed to promptly compensate its employees for wages
7 owed as a result of Defendant's failure to properly pay meal break premiums, and minimum and
8 overtime compensation owed for work performed for Defendant.

9 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
10 Act (2004), and more specifically, Labor Code §2698 et seq., will seek any and all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in Labor Code section 2699.5, which provides that section
13 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
14 226, 226.7, 510, 512, 1174, and 1194.

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

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

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

- 24 1. For civil penalties for each violation as provided by law, including, but not
25 limited to, those civil penalties provided by PAGA;
26 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
27 2699, subdivision (g), and any other statutory basis or pursuant to the
28 California Rules of Court;

- 1 3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
2 subdivision (g), and any other statutory basis; and
3 4. For all such other and further relief as the Court may deem just and proper.
4

5 Dated: December 11, 2023

MAHONEY LAW GROUP, APC

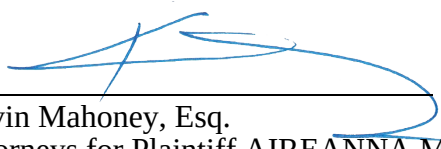
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8 Kevin Mahoney, Esq.
9 Attorneys for Plaintiff AIREANNA MARIE
10 CHAPMAN
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EXHIBIT A



John Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

October 4, 2023

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/207>

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5330

Return Receipt Requested

Marlora Investments LLC

3801 East Anaheim Street

Long Beach, CA 90804

VIA CERTIFIED MAIL # 7022 2410 0000 2418 5347

Return Receipt Requested

Marlora Investments LLC

6442 Coldwater Canyon Avenue, Suite 100

North Hollywood, CA 91606

Re: Chapman v. Marlora Investments LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION SECTIONS 2698 *et seq.***

To: California Labor and Workforce Development Agency, Marlora Investments LLC

From: Aireanna Marie Chapman on behalf of herself and aggrieved employees who were subject to Marlora Investments LLC's unlawful wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Aireanna Marie Chapman ("Employee" or "Ms. Chapman") as a representative for all other aggrieved employees, who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA").

Please be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1) and 2699.3, subdivision (c)(1) and may lead to action against Marlora Investments LLC ("Employer") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related, parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Employer is a nursing home provider and operator throughout California. Employee worked for Employer as a non-exempt employee within the past year.

Employee alleges that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, by failing to provide Employee and all other aggrieved employees all wages for all hours worked, including overtime and double-time wages, failed to provide meal periods or compensation in lieu thereof, failing to provide accurate wage statements, failing to maintain accurate records of hours worked, and failing to pay all compensation due upon separation of employment. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer as non-exempt employees during the PAGA Period defined as one year prior to the submission of this letter to the Labor Workforce and Development Agency ("LWDA") and certified mailing to Employer until resolution of these claims.

Employee and other aggrieved employees were regularly not compensated for all hours worked, including overtime and double-time wages, which is in violation of Labor Code sections 510, 1194, 1182.12, 1197 and is actionable under Labor Code section 2699.5. Employer's failed to pay Employee and other aggrieved employees the legally mandated wage rates for all hours Employee and other aggrieved employees worked. Employee alleges that Employer failed to include all remuneration when calculating her and other aggrieved employees' regular rate for purposes of compensating Employee and other aggrieved employees for her overtime under Labor Code Labor Code section 510. Specifically, Employer paid hourly non-exempt employees non-discretionary bonuses and incentive compensation and failed to include this compensation when calculating Employee's and other aggrieved employees' regular rate for purposes of overtime rate of pay. Employee will also allege that Employer violated Labor Code section 201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages to all such former employees.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to adequately staff employees to allow Employee and other aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Employee and other aggrieved employees to attend to customers, amongst other regardless of

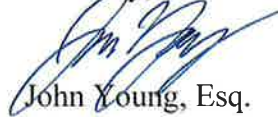
whether an employee was on their break. Further, Employer failed to provide Employee and other aggrieved employees a second meal period for shifts worked in excess of ten hours. As a result of Employer's policy and practices, Employee and other aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Further, any meal or rest premium paid by Employer was less than each employees' regular rate of pay, if any were paid. Employer's conduct is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer violated Labor Code sections 201, 202, 203, 204, 206, and 210 due to their uniform policy, practice, and procedure of failing to timely pay all of the above-mentioned wages earned during and after Employee and the aggrieved employees' employment with Employer.

In addition, Employer failed to maintain accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing premium wages earned per pay period, among other things. This conduct is in violation of Labor Code sections 226, 226.3, 1174, and 1174.5 and is actionable under PAGA.

Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



John Young, Esq.

MAHONEY LAW GROUP, APC