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June 6, 2024

Via Electronic Filing Only

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Marlene Lopez v. Modern Hero, Inc. et al.
PRIVATE ATTORNEY GENERAL ACT (Our File No. 20463)

To Whom It May Concern:

Please be informed that Modern Hero, Inc., Momentum Agencies, United Cerebral Palsy Association of Los Angeles County, Spastic Children's Foundation of Los Angeles and Ventura Counties (referred to as "Respondents") doing business at 11051 Old Santa Susana Pass Rd., Chatsworth, California 91311, and any other employers or person(s) acting on behalf of Respondents as such phrase is used under Labor Code sections 558 and 558.1, have committed and/or caused to be committed Labor Code violations against our client, Marlene Lopez, as well as other employees working for Respondents within the past four years, including all of Respondents' other locations within California.

Our client worked as a direct support staff from on or about February 13, 2018 to June 6, 2023, and was a full-time, non-exempt employee. Respondents failed to pay wages when due, failed to provide rest periods, failed to maintain complete and accurate time records, failed to provide accurate itemized wage statements to our client, and has failed to pay all wages due and owing at the end of our client's employment.

Further, pursuant to the decision in *Huff v. Securitas Security Services, USA, Inc.* (2018) 23 Cal.App.5th 745, our client may represent all other potentially aggrieved employees who have been subjected to other additional labor code violations, even though our client did not suffer the same violations. Our client is informed and believes that Respondents failed to pay wages when due, failed to pay minimum wages, failed to pay overtime compensation, failed to provide meal periods, failed to provide rest breaks, failed to provide timely and accurate itemized wage

statements, failed to maintain complete and accurate time records, and/or failed to pay all wages due and owing at the end of other aggrieved employees' employment, as follows:

Respondents violated Labor Code §§ 1182.12, 1194, 1194.2, and 1197 and Ordinance No. 183612 because it failed to pay our client and other aggrieved employees California's and Los Angeles' statutory minimum wage.

Respondents violated Labor Code §510 because it failed to pay our client and other aggrieved employees overtime, even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment.

Respondents violated Labor Code §§ 512 and 226.7 because it failed to provide our client and/or other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. Respondents failed to affirmatively advise of the right to take statutory meal periods, regularly interrupted meal periods, and/or did not completely relieve all duty during said meal periods. Respondents did not pay to our client and/or other aggrieved employees one (1) additional hour of pay at their regular rate of compensation for each workday that one or more statutory meal periods was not provided.

Respondents violated Labor Code § 226.7 because it failed to provide our client and other aggrieved employees 10-minute rest breaks for every four (4) hours of work, or majority portion thereof, throughout their employment. Respondents failed to affirmatively advise our client and other aggrieved employees of the right to take statutory rest breaks, regularly interrupted our client's rest breaks, and/or did not completely relieve our client of all duty during said rest breaks. Respondents did not pay to our client one (1) additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest breaks were not provided.

Respondents violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other aggrieved employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all hours worked and omitted the hourly rate for those excluded hours, rendering both the stated gross and net wages false and inaccurate. Respondents further violated Labor Code § 226(a) because it failed to keep a copy of the required itemized statements on file for at least three (3) years at the place of employment or at a central location within the State of California.

Respondents violated Labor Code § 203 because it willfully failed to pay our client and/or other aggrieved employees earned and due wages upon separation of employment, either immediately upon involuntary termination, or within 72 hours of resignation. These earned but unpaid wages include meal/rest period compensation, and all wages due and owing at the end of employment described above.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take further notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, our client also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 203, 210, 558.

Respondents' violations of 8 Code of Regulations § 11050, Industrial Welfare Commission Order No. 5-2001, Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, 1194.2, 2699, and other applicable provisions, as alleged herein (i.e. Respondents have failed to pay wages when due, have failed to pay minimum wages, have failed to pay overtime compensation, have failed to provide meal periods, and have failed to provide rest breaks, and have failed to provide timely and accurate itemized wage and hour statements, and failed to maintain complete and accurate time records and have failed to pay all wages due and owing at the end of client's and other aggrieved employees' employment) constitute unfair business practices in violation of Business & Professions Code §§ 17200, et seq.

Our client is informed and believes, and thereon alleges, that she and other employees were subject to the same violations and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, our client, as an aggrieved employee, brings an action against Respondents, on behalf of herself and other current and former employees.

Should your agency choose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by Respondents.

Respectfully,

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

Andreea Bickford

**Andreea Bickford
Attorney at Law**