

Vanessa M. Ruggles, Esq. (#254031)
vanessa@vanessamruggles.com
VANESSA M. RUGGLES, ESQ.
1717 E. Vista Chino, Suite A7-117
Palm Springs, CA 92262-3569
Tel.: (760) 699-7215 / Fax: (866) 606-6593

Attorneys for Plaintiff TAWNY LEONG,
on behalf of herself and all others similarly situated

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

TAWNY LEONG, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

AMERICAN STAFFING REGISTRY
INC., a California Corporation; and DOES 1
to 10, inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV20658

**SECOND AMENDED COMPLAINT
(AMENDED AS A MATTER OF
RIGHT UNDER LABOR CODE §
2699.3(a)(2)(C)) FOR:**

- 1. FAILURE TO PAY ALL HOURS
WORKED;**
- 2. FAILURE TO PAY MINIMUM
WAGE FOR ALL HOURS
WORKED;**
- 3. FAILURE TO PAY ALL HOURS
WORKED DUE TO ILLEGAL
ROUNDING;**
- 4. FAILURE TO PAY OVERTIME
AT THE LEGAL OVERTIME
RATE OF PAY;**
- 5. FAILURE TO PROVIDE ALL
REQUIRED MEAL PERIODS;**
- 6. FAILURE TO PROVIDE ALL
REQUIRED REST PERIODS;**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES;**
- 8. FAILURE TO TIMELY FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS;**
- 9. VIOLATIONS OF LABOR CODE
§§201-202;**
- 10. PENALTIES UNDER LABOR
CODE § 2699; AND**
- 11. UNFAIR BUSINESS PRACTICES**

Hon. Samantha P. Jessner
Dept. 7

Plaintiff Tawny Leong, an individual on behalf of herself and all others similarly situated (collectively, “Plaintiffs”), hereby files this Second Amended Complaint against Defendant American Staffing Registry Inc. and Does 1 to 10 (collectively, “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

I.

INTRODUCTION

1. This is a civil action seeking recovery for Defendants’ violations of the California Labor Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the California Industrial Welfare Commission (“IWC Wage Order”) and related common law principles.

2. Plaintiffs’ action seeks monetary damages, including full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four years preceding the filing of the original Complaint herein, up to and through the time of trial for this matter although this should not automatically be considered the statute of limitations for any cause of action herein.

RELEVANT JOB TITLES

4. For introductory and general information only (and not to be considered a proposed class definition), the relevant individuals in this action are Defendants’ non-exempt employees who were subjected to Defendants’ policies and practices as described herein. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

SUMMARY OF CLAIMS

5. With regard to Defendants’ hourly-paid, non-exempt employees, Defendants have:

- a. Failed to pay for all hours worked;
- b. Failed to pay for minimum wage for all hours worked;
- c. Failed to pay for all hours worked due to illegal rounding;
- d. Failed to pay overtime at the legal overtime pay rate;
- e. Failed to provide all required meal periods;
- f. Failed to provide all required rest periods;
- g. Failed to reimburse business expenses;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Violated Labor Code §§ 201-202;
- j. Incurred penalties under Labor Code §§ 2698, et seq.; and
- k. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF TAWNY LEONG

6. Plaintiff Tawny Leong is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Tawny Leong worked for Defendants as an hourly-paid, non-exempt employee from approximately December 5, 2023, to February 26, 2024, in Los Angeles, California, which is in Los Angeles County, California.

8. Plaintiff Tawny Leong seeks recovery herein from Defendants because with regard to Plaintiff Tawny Leong, while acting for Defendants in her capacity as an hourly-paid, non-exempt employee, Defendants have:

- a. Failed to pay for all hours worked;
- b. Failed to pay for minimum wage for all hours worked;
- c. Failed to pay for all hours worked due to illegal rounding;
- d. Failed to pay overtime at the legal overtime pay rate;
- e. Failed to provide all required meal periods;
- f. Failed to provide all required rest periods;

- 1 g. Failed to reimburse business expenses;
2 h. Failed to timely furnish accurate itemized wage statements;
3 i. Violated Labor Code §§ 201-202;
4 j. Incurred penalties under Labor Code §§ 2698, et seq.; and
5 k. Conducted unfair business practices.

6 DEFENDANT AMERICAN STAFFING REGISTRY INC.

7 9. Defendant American Staffing Registry Inc. is now and/or at all times mentioned in
8 this Complaint was a California corporation limited liability company and the owner and
9 operator of an industry, business and/or facility(/ies) licensed to do business and actually doing
10 business in the State of California.

11 DOES 1 TO 10, INCLUSIVE

12 10. Does 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint
13 were licensed to do business and/or actually doing business in California.

14 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
15 corporate, of Does 1 to 10, inclusive and for that reason, Does 1 to 10 are sued under such
16 fictitious names under California Code of Civil Procedure (“CCP”) § 474.

17 12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
18 capacities as soon as they are ascertained.

19 ALL DEFENDANTS

20 13. Defendants, and each of them, are now and/or at all times mentioned in this
21 Complaint were in some manner legally responsible for the events, happenings and circumstances
22 alleged in this Complaint.

23 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
24 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 15. Defendants, and each of them, are now and/or at all times mentioned in this
26 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
27 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
28 mentioned in this Complaint were acting within the course and scope of that agency, servitude

1 and/or employment.

2 16. Defendants, and each of them, are now and/or at all times mentioned in this
3 Complaint were members of and/or engaged in a joint venture, partnership and common
4 enterprise, and were acting within the course and scope of, and in pursuance of said joint
5 venture, partnership and common enterprise.

6 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
7 and contributed to the various acts and omissions of each and every one of the other Defendants
8 in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

9 18. Defendants, and each of them, at all times mentioned in this Complaint approved
10 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
11 this Complaint.

12 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
13 abetted the acts and omissions of each and every one of the other Defendants thereby
14 proximately causing the damages alleged in this Complaint.

15 **III.**

16 **JURISDICTION AND VENUE**

17 20. The California Superior Court has jurisdiction in this matter due to Defendants'
18 aforementioned violations of California statutory law and/or related common law principles.

19 21. The California Superior Court also has jurisdiction in this matter because both the
20 individual and aggregate monetary damages and restitution sought herein exceed the minimal
21 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

22 22. The California Superior Court also has jurisdiction in this matter because during
23 their employment with Defendants, Plaintiff Tawny Leong and the members of the putative Classes
24 herein were all California citizens. Further, there is no federal question at issue, as the issues herein
25 are based solely on California statutes and law.

26 23. Venue is proper in Los Angeles County under CCP § 395(a) and CCP § 395.5 in
27 that liability arose there because at least some of the transactions that are the subject matter of this
28 Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts

1 business, and/or has an agent therein.

2 **IV.**

3 **CLASS ACTION ALLEGATIONS**

4 24. CCP § 382 provides in pertinent part: “[W]hen the question is one of a common
5 or general interest, of many persons, or when the parties are numerous, and it is impracticable to
6 bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs
7 bring this suit as a class action under CCP § 382.

8 25. The putative classes Plaintiffs will seek to certify are currently composed of and
9 defined as follows:

- 10 a. All California citizens employed by Defendants as hourly-paid, non-exempt
11 employees during the appropriate time period who were subjected to
12 Defendants’ policies and practices regarding the payment of straight time
13 and/or overtime wages as specifically described herein (hereinafter, the
14 “Wage Class”);
- 15 b. All California citizens employed by Defendants as hourly-paid, non-exempt
16 employees during the appropriate time period who were subjected to
17 Defendants’ policies and practices regarding the payment of minimum wages
18 as specifically described herein (hereinafter, the “Minimum Wage Class”);
- 19 c. All California citizens employed by Defendants as hourly-paid, non-exempt
20 employees during the appropriate time period who were subjected to
21 Defendants’ policies and practices regarding the illegal rounding of hours
22 worked as specifically described herein (hereinafter, the “Rounding Class”);
- 23 d. All California citizens employed by Defendants as hourly-paid, non-exempt
24 employees during the appropriate time period who were subjected to
25 Defendants’ policies and practices regarding the calculation of overtime rate
26 of pay as specifically described herein (hereinafter, the “Overtime Rate
27 Class”);
- 28 e. All California citizens employed by Defendants as hourly-paid, non-exempt

employees during the appropriate time period who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein (hereinafter, the "Meal Period Class");

f. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding providing legally-compliant rest periods as specifically described herein (hereinafter, the "Rest Period Class");

g. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding the reimbursement of business expenses as specifically described herein (hereinafter, the "Reimbursement Class");

h. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the "Wage Statement Class");

i. All formerly-employed California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period who were subjected to Defendants' policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the "LC 203 Class"); and

j. All California citizens employed by Defendants as hourly-paid, non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by B&PC § 17200, et seq. as specifically described herein (hereinafter, the "17200 Class").

26. The Wage Class, Minimum Wage Class, Rounding Class, Overtime Rate Class, Meal Period Class, Rest Period Class, Vacation Pay Class, Reimbursement Class, Wage

1 Statement Class, LC 203 Class and 17200 Class are herein collectively referred to as the
2 “Classes.”

3 27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
4 necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a
5 class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

6 28. Numerosity (CCP § 382):

- 7 a. The potential quantity of members of the Classes as defined is so numerous
8 that joinder of all members is unfeasible and impractical;
- 9 b. The disposition of the claims of the members of the Classes through this class
10 action will benefit both the parties and this Court;
- 11 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
12 however, it is estimated that the membership of the Classes numbers greater
13 than 100 individuals; and
- 14 d. The quantity and identity of such membership is readily ascertainable via
15 inspection of Defendants’ records.

16 29. Superiority (CCP § 382): The nature of this action and the nature of the laws
17 available to Plaintiffs make the use of the class action format particularly efficient and the
18 appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- 19 a. California has a public policy which encourages the use of the class action
20 device;
- 21 b. By establishing a technique whereby the claims of many individuals can be
22 resolved at the same time, the class suit both eliminates the possibility of
23 repetitious litigation and provides small claimants with a method of obtaining
24 redress for claims which would otherwise be too small to warrant individual
25 litigation;
- 26 c. This case involves large corporate Defendants and a large number of
27 individual Class members with many relatively small claims and common
28 issues of law and fact;

- 1 d. If each individual member of the Classes was required to file an individual
2 lawsuit, the large corporate Defendants would necessarily gain an
3 unconscionable advantage because Defendants would be able to exploit and
4 overwhelm the limited resources of each individual member of the Classes
5 with Defendants' vastly superior financial and legal resources;
- 6 e. Requiring each individual member of the Classes to pursue an individual
7 remedy would also discourage the assertion of lawful claims by the members
8 of the Classes who would be disinclined to pursue an action against
9 Defendants because of an appreciable and justifiable fear of retaliation and
10 permanent damage to their lives, careers and well-being;
- 11 f. Proof of a common business practice or factual pattern, of which the members
12 of the Classes experienced, is representative of the Classes herein and will
13 establish the right of each of the members of the Classes to recover on the
14 causes of action alleged herein;
- 15 g. Absent class treatment, the prosecution of separate actions by the individual
16 members of the Classes, even if possible, would likely create:
- 17 i) a substantial risk of each individual plaintiff presenting in separate,
18 duplicative proceedings the same or essentially similar arguments and
19 evidence, including expert testimony;
- 20 ii) a multiplicity of trials conducted at enormous expense to both the
21 judicial system and the litigants;
- 22 iii) inconsistent or varying verdicts or adjudications with respect to the
23 individual members of the Classes against Defendants;
- 24 iv) potentially incompatible standards of conduct for Defendants; and
- 25 v) potentially incompatible legal determinations with respect to
26 individual members of the Classes which would, as a practical matter,
27 be dispositive of the interest of the other members of the Classes who
28 are not parties to the adjudications or which would substantially

1 impair or impede the ability of the members of the Classes to protect
2 their interests.

- 3 h. The claims of the individual members of the Classes are not sufficiently large
4 to warrant vigorous individual prosecution considering all of the concomitant
5 costs and expenses attendant thereto;
- 6 i. Courts seeking to preserve efficiency and other benefits of class actions
7 routinely fashion methods to manage any individual questions; and
- 8 j. The Supreme Court of California urges trial courts, which have an obligation
9 to consider the use of innovative procedural tools to certify a manageable
10 class, to be procedurally innovative in managing class actions.

11 30. Well-defined Community of Interest: Plaintiffs also meet the established
12 standards for class certification as follows:

- 13 a. Typicality: The claims of Plaintiff Tawny Leong are typical of the claims of
14 all members of the Classes she seeks to represent because all members of the
15 Classes sustained injuries and damages arising out of Defendants' common
16 course of conduct in violation of law and the injuries and damages of all
17 members of the Classes were caused by Defendants' wrongful conduct in
18 violation of law, as alleged herein.
- 19 b. Adequacy: Plaintiff Tawny Leong:
- 20 i) is an adequate representative of the Classes she seeks to represent;
- 21 ii) will fairly protect the interests of the members of the Classes;
- 22 iii) has no interests antagonistic to the members of the Classes; and
- 23 iv) will vigorously pursue this suit via attorneys who are competent,
24 skilled and experienced in litigating matters of this type.
- 25 c. Predominant Common Questions of Law or Fact: There are common
26 questions of law and/or fact as to the members of the Classes which
27 predominate over questions affecting only individual members of the Classes,
28 including, without limitation:

- i) Whether Defendants paid the legal and appropriate straight time pay and/or overtime pay for all work hours to the members of the Wage Class in violation of the Labor Code and the IWC Wage Order;
- ii) Whether Defendants paid the legal and appropriate minimum wage pay for all work hours to the members of the Minimum Wage Class in violation of the Labor Code and the IWC Wage Order;
- iii) Whether Defendants illegally rounded and failed to pay for all work hours due to to the members of the Rounding Class in violation of the Labor Code and the IWC Wage Order;
- iv) Whether Defendants paid the legal and appropriate overtime pay for all overtime work hours to the members of the Overtime Rate Class in violation of the Labor Code and the IWC Wage Order;
- v) Whether Defendants failed and continue to fail to provide all required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Order;
- vi) Whether Defendants failed and continue to fail to provide all required rest periods to the members of the Rest Period Class in violation of the Labor Code and Section 12 of the IWC Wage Order;
- vii) Whether Defendants failed to reimburse business expenses to the members of the Reimbursement Class;
- viii) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- ix) Whether Defendants are liable under Labor Code § 203 to the members of the LC 203 Class;
- x) Whether Defendants' conduct constitutes unfair competition within the meaning of B&PC § 17200, et seq.;
- xi) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;

- xii) Whether the members of the Classes are entitled to injunctive relief;
- xiii) Whether the members of the Classes are entitled to restitution; and
- xiv) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

32. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

33. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

34. Labor Code § 510(a) states in pertinent part: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee."

35. Labor Code § 1182.12 provides, "From January 1, 2019, to December 31, 2019, inclusive, - twelve dollars (\$12) per hour." Under Labor Code § 1182.12(b)(1)(D), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2020, to December 31, 2020, inclusive, - thirteen dollars (\$13) per hour." Under Labor Code § 1182.12(b)(1)(E), for any employer who employs 26 or more employees, the minimum wage shall be as follows: "From January 1, 2021, to December 31, 2021, inclusive, - fourteen dollars (\$14) per hour." Finally, under Labor Code § 1182.12(b)(1)(F), for any

1 employer who employs 26 or more employees, the minimum wage shall be as follows: “From
2 January 1, 2022, and until adjusted by subdivision (c) - fifteen dollars (\$15) per hour.”

3 36. Under the City of Los Angeles Minimum Wage Ordinance, § 187.02, for
4 businesses with 26 or more employees, “An Employer shall pay an Employee a wage of no less
5 than the hourly rates set under the authority of this article.” On July 1, 2016, the hourly wage
6 was \$10.50. On July 1, 2017, the hourly wage was \$12.00. On July 1, 2018, the hourly wage was
7 \$13.25. On July 1, 2019, the hourly wage was \$14.25. On July 1, 2020, the hourly wage was
8 \$15.00. On July 1, 2022, the hourly wage increased to \$16.04. On July 1, 2023, the hourly wage
9 increased to \$16.78. On July 1, 2024, the hourly wage increased to \$17.28.

10 37. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
11 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
12 compensation applicable to the employee is entitled to recover in a civil action the unpaid
13 balance of the full amount of this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney’s fees, and costs of suit.”

15 38. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
16 by the Labor Commission is unlawful.

17 39. Under Labor Code § 1198, it is unlawful to employ persons for longer than the
18 hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC
19 Wage Order(s).

20 40. Under the IWC Wage Order(s), Defendants are required to pay the members of
21 the Wage Class for all hours worked, meaning the time during which an employee is subject to
22 the control of an employer, including all the time the employee is suffered or permitted to work,
23 whether or not required to do so.

24 41. Defendants, as a matter of established company policy and procedure, at each and
25 every one of the individual facilities owned and/or operated by Defendants, consistently:

26 a. Administered a uniform company policy and practice as to the pay
27 policies regarding the members of the Wage Class; and

28 b. Scheduled to work and/or required the members of the Wage Class to

1 work without paying for all time they were under Defendants' control,
2 including but not limited to time spent being tested for routine screening
3 (e.g., for Hepatitis A, tuberculosis, etc.) and being fitted for masks.

4 42. Because Defendants required the members of the Wage Class to remain under
5 Defendants' control without paying therefore, this resulted in the members of the Wage Class
6 earning less than the legal minimum wage in the State of California.

7 43. Defendants' pattern, practice and uniform administration of corporate policy
8 regarding illegal employee compensation as described herein is unlawful and creates an
9 entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage
10 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
11 appropriate rate.

12 44. Further, Defendants' pattern and practice in uniform administration of corporate
13 policy regarding Defendants' failure to pay the legal minimum wage to the members of the
14 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
15 to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the
16 full amount of the unpaid minimum wages owed, calculated as the difference between the
17 straight time compensation paid and the applicable minimum wage, including interest thereon.

18 45. Under Labor Code § 1194.2(a) (which provides that in any action under Labor
19 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
20 Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated
21 hours of work (not including the overtime portion thereof) in an amount equal to the wages
22 unlawfully unpaid and interest thereon.

23 46. That calculation of individual damages for the members of the Wage Class may at
24 some point be required does not foreclose the possibility of taking common evidence on
25 questions regarding their entitlement to overtime compensation.

26 47. Under Labor Code § 218.6, Labor Code § 1194(a) and Civil Code § 3287, the
27 members of the Wage Class seek recovery of pre-judgment interest on all amounts recovered
28 herein.

1 48. Under Labor Code § 218.5 and/or Labor Code § 1194, the members of the Wage
2 Class request that the Court award reasonable attorneys’ fees and costs incurred by them in this
3 action.

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PAY ALL WAGES AT THE LEGAL MINIMUM WAGE RATE**
6 **(On Behalf of the Minimum Wage Class)**
7 **(Against All Defendants)**

8 49. Plaintiffs incorporate by reference and reallege each and every one of the
9 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
10 forth herein.

11 50. Under the City of Los Angeles Minimum Wage Ordinance, § 187.02, for
12 businesses with 26 or more employees, “An Employer shall pay an Employee a wage of no less
13 than the hourly rates set under the authority of this article.” On July 1, 2016, the hourly wage
14 was \$10.50. On July 1, 2017, the hourly wage was \$12.00. On July 1, 2018, the hourly wage was
15 \$13.25. On July 1, 2019, the hourly wage was \$14.25. On July 1, 2020, the hourly wage was
16 \$15.00. On July 1, 2022, the hourly wage increased to \$16.04. On July 1, 2023, the hourly wage
17 increased to \$16.78. On July 1, 2024, the hourly wage increased to \$17.28.

18 51. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
19 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
20 compensation applicable to the employee is entitled to recover in a civil action the unpaid
21 balance of the full amount of this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney’s fees, and costs of suit.”

23 52. Further, under Labor Code § 1197, payment of less than the minimum wage fixed
24 by local law is unlawful.

25 53. Defendants, as a matter of established company policy and procedure, paid
26 members of the Minimum Wage Class an hourly rate for mandatory training that is less than the
27 legal minimum wage rate for employees of City of Los Angeles.

28 54. Defendants’ pattern and practice in uniform administration of corporate policy

1 regarding Defendants' failure to pay the legal minimum wage to the members of the Minimum
2 Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a),
3 to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid
4 balance of the full amount of the unpaid minimum wages owed, calculated as the difference
5 between the straight time compensation paid and the applicable minimum wage, including
6 interest thereon.

7 55. Under Labor Code §1194.2(a) (which provides that in any action under Labor
8 Code § 1194, an employee shall be entitled to recover liquidated damages), the members of the
9 Minimum Wage Class seek recovery of liquidated damages on the straight-time portion of
10 uncompensated hours of work (not including the overtime portion thereof) in an amount equal to
11 the wages unlawfully unpaid and interest thereon.

12 56. That calculation of individual damages for the members of the Minimum Wage
13 Class may at some point be required does not foreclose the possibility of taking common
14 evidence on questions regarding their entitlement to overtime compensation.

15 57. Under Labor Code § 218.6, Labor Code § 1194(a) and Civil Code § 3287, the
16 members of the Minimum Wage Class seek recovery of pre-judgment interest on all amounts
17 recovered herein.

18 58. Under Labor Code § 218.5 and/or Labor Code § 1194, the members of the
19 Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred
20 by them in this action.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY ALL WAGES DUE TO ILLEGAL ROUNDING**

23 **(On Behalf of the Rounding Class)**

24 **(Against All Defendants)**

25 1. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

28 2. The Labor Code and the applicable Wage Order provide that an employer must

1 pay a minimum wage to an employee.

2 3. Defendants, as a matter of established company policy and procedure,
3 consistently administered a uniform company policy and practice as to the pay policies regarding
4 Plaintiff and members of the Rounding Class. Under this uniform policy and procedure,
5 Defendants failed to pay all minimum wages to Plaintiff and members of the Rounding Class.
6 Defendants rounded paycheck hours, regardless of the actual punch-in and -out times of Plaintiff
7 and members of the Rounding Class. By shaving minutes, Defendants failed to pay Plaintiff and
8 members of the Rounding Class for all straight time wages worked at the appropriate pay rate.

9 4. Defendants deprived Plaintiff and members of the Rounding Class of their
10 rightfully earned minimum wage compensation as a direct and proximate result of Defendants'
11 failure to pay said compensation. Consequently, Plaintiff and members of the Rounding Class
12 are entitled to the full amount of the unpaid compensation as well as all appropriate penalties,
13 interest, and attorney fees.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **AT THE ACCURATE OVERTIME PAY RATE**

17 **(On Behalf of the Overtime Rate Class)**

18 **(Against All Defendants)**

19 59. Plaintiffs incorporate by reference and reallege each and every one of the
20 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
21 forth herein.

22 60. Labor Code § 204 establishes the fundamental right of all employees in the State
23 of California to be paid wages, including straight time and overtime, in a timely fashion for their
24 work.

25 61. Labor Code § 510(a) states in pertinent part, "Any work in excess of eight hours
26 in one workday and any work in excess of 40 hours in any one workweek ... shall be
27 compensated at the rate of no less than one and one-half times the regular rate of pay for any
28 employee."

1 62. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on
2 behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
3 applies this standard for determining an employee’s regular rate of pay for overtime calculation
4 purposes.

5 63. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a
6 lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
7 compensation applicable to the employee is entitled to recover in a civil action the unpaid
8 balance of the full amount of this minimum wage or overtime compensation, including interest
9 thereon, reasonable attorney’s fees, and costs of suit.”

10 64. Defendants, as a matter of established company policy and procedure,
11 consistently:

- 12 a. Administered a uniform company policy and practice regarding the payment
13 of wages to the members of the Overtime Rate Class;
- 14 b. Suffered and/or permitted Plaintiff and the members of the Overtime Rate
15 Class to work in excess of eight hours per workday and/or in excess of 40
16 hours per workweek;
- 17 c. Paid the members of the Overtime Rate Class various additional forms of non-
18 discretionary remuneration, including but not limited to meals, lodging, and
19 bonuses; and yet,
- 20 d. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
21 legal rate reflecting all applicable forms of remuneration for overtime hours
22 worked as required by law.

23 62. Defendants’ pattern, practice and uniform administration of corporate policy
24 regarding illegal employee compensation as described herein is unlawful and creates an
25 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
26 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
27 owing.
28

1 63. That calculation of individual damages for the members of the Overtime Rate
2 Class may at some point be required does not foreclose the possibility of taking common
3 evidence on questions regarding their entitlement to overtime compensation.

4 64. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
5 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

6 65. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate
7 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
8 action.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ALL REQUIRED MEAL PERIODS**

11 **(On Behalf of the Meal Period Class)**

12 **(Against All Defendants)**

13 5. Plaintiffs incorporate by reference and reallege each and every one of the
14 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
15 forth herein.

16 6. Labor Code § 226.7(b) provides that "An employer shall not require an employee
17 to work during a meal or rest or recovery period mandated under an applicable statute, or
18 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
19 Safety and Health Standards Board, or the Division of Occupational Safety and Health."

20 7. Labor Code § 512 provides that "An employer may not employ an employee for a
21 work period of more than five hours per day without providing the employee with a meal period
22 of not less than 30 minutes, except that if the total work period per day of the employee is no
23 more than six hours, the meal period may be waived by mutual consent of both the employer and
24 employee. An employer may not employ an employee for a work period of more than 10 hours
25 per day without providing the employee with a second meal period of not less than 30 minutes,
26 except that if the total hours worked is no more than 12 hours, the second meal period may be
27 waived by mutual consent of the employer and the employee only if the first meal period was not
28 waived."

1 8. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
2 amend working condition orders with respect to break periods, meal periods, and days of rest for
3 any workers in California consistent with the health and welfare of those workers.”

4 9. Section 11(C) of the IWC Wage Order provides that “Unless the employee is
5 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
6 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
7 only when the nature of the work prevents an employee from being relieved of all duty and when
8 by written agreement between the parties an on-the-job paid meal period is agreed to. The
9 written agreement shall state that the employee may, in writing, revoke the agreement at any
10 time.”

11 10. Section 11(D) of the IWC Wage Order provides that “If an employer fails to
12 provide an employee a meal period in accordance with the applicable provisions of this order, the
13 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
14 compensation for each workday that the meal period is not provided.”

15 11. On one or more occasions, the members of the Meal Period Class worked over
16 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
17 30 minutes prior to exceeding five hours of employment.

18 12. Further, on one or more occasions, some members of the Meal Period Class
19 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
20 period of not less than 30 minutes prior to exceeding 10 hours of employment.

21 13. The members of the Meal Period Class did not validly or legally waive their meal
22 periods, by mutual consent with Defendants or otherwise.

23 14. The members of the Meal Period Class did not enter into any written agreement
24 with Defendants agreeing to an on-the-job paid meal period.

25 15. As a matter of Defendants’ established company policy, Defendants failed to
26 always comply with the meal period requirements established by Labor Code § 226.7, Labor
27 Code § 512, Labor Code § 516 and Section 11 of the IWC Wage Order by failing to always
28 provide the members of the Meal Period Class with a first and in some cases a second legally

compliant meal period.

16. Under Section 11(D) of the IWC Wage Order and Labor Code § 226.7(c), which states “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.,” the members of the Meal Period Class are entitled to damages in an amount equal to one additional hour of pay at each employee’s regular rate of compensation for each work day that one or more meal periods were not provided to them, in a sum to be proven at trial.

17. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ALL REQUIRED REST PERIODS

(On Behalf of the Rest Period Class)

(Against All Defendants)

18. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

19. Labor Code § 226.7(b) provides that “An employer shall not require an employee to work during a meal or rest or recovery period mandated under an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

20. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

21. Section 12(A) of the IWC Wage Order states: “Every employer shall authorize

1 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
2 of each work period. The authorized rest period time shall be based on the total hours worked
3 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
4 However, a rest period need not be authorized for employees whose total daily work time is less
5 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
6 worked for which there shall be no deduction from wages.”

7 22. Section 12(B) of the IWC Wage Order states: “If an employer fails to provide an
8 employee a rest period in accordance with the applicable provisions of this order, the employer
9 shall pay the employee one hour of pay at the employee’s regular rate of compensation for each
10 workday that the rest period is not provided.”

11 23. The members of the Rest Period Class sometimes worked over four hours per
12 shift. Further, the members of the Rest Period Class sometimes worked over six hours per shift,
13 and in some cases over ten hours per shift.

14 24. The members of the Rest Period Class were entitled to a rest period of not less
15 than 10 minutes prior to exceeding four hours of work.

16 25. As a matter of Defendants’ established company policy, Defendants failed to
17 authorize and permit legally compliant rest periods established by Labor Code § 226.7 and Labor
18 Code § 516 and Section 12 of the IWC Wage Order.

19 26. Under Section 12 of the IWC Wage Order and Labor Code § 226.7(b) which
20 states “if an employer fails to provide an employee a meal or rest period in accordance with an
21 applicable order of the Industrial Welfare Commission, the employer shall pay the employee one
22 additional hour of pay at the employee’s regular rate of compensation for each work day that the
23 meal or rest period is not provided,” the members of the Rest Period Class are entitled to
24 damages in an amount equal to one (1) additional hour of pay at each employee’s regular rate of
25 compensation for each work day that the rest period was not so provided.

26 27. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Rest
27 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

28 **SEVENTH CAUSE OF ACTION**

- 22 -

1 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

2 **(On Behalf of the Reimbursement Class)**

3 **(Against All Defendants)**

4 28. Plaintiffs incorporate by reference and reallege each and every one of the
5 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
6 forth herein.

7 29. Labor Code § 2802 provides in relevant part: “An employer shall indemnify his or
8 her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
10 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
11 believed them to be unlawful.”

12 30. At all relevant times herein, Defendants violated Labor Code § 2802, by failing to
13 indemnify and reimburse the Reimbursement Class Members for required expenses incurred in
14 the discharge of their job duties for Defendants’ benefit.

15 31. Defendants failed to reimburse the Reimbursement Class Members for expenses
16 which included, but were not limited to, costs related to mask fittings while working for
17 Defendants.

18 32. Defendants’ uniform policy, practice, and procedure was to not reimburse the
19 Reimbursement Class Members for expenses resulting from mask fittings within the course and
20 scope of their employment for Defendants, and these expenses were necessary to complete their
21 principal job duties.

22 33. Defendants are estopped by Defendants’ conduct to assert any waiver of this
23 expectation. Although these expenses were necessary expenses incurred by the Reimbursement
24 Class Members, Defendants failed to indemnify and reimburse the Reimbursement Class
25 Members for these expenses as an employer is required to do under California’s laws and
26 regulations.

27 34. Plaintiffs therefore demand reimbursement for expenditures or losses incurred by
28 them and the Reimbursement Class Members in the discharge of their job duties for Defendants,

1 or their obedience to the directions of Defendants, with interest at the statutory rate and costs
2 under Labor Code § 2802.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(On Behalf of the Wage Statement Class)**

6 **(Against All Defendants)**

7 35. Plaintiffs incorporate by reference and reallege each and every one of the
8 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
9 forth herein.

10 36. Labor Code § 226(a) states in pertinent part: “Every employer shall, semimonthly
11 or at the time of each payment of wages, furnish each of his or her employees, either as a
12 detachable part of the check, draft, or voucher paying the employee’s wages, or separately when
13 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
14 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
15 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
16 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
17 the pay period and the corresponding number of hours worked at each hourly rate by the
18 employee... .”

19 37. Further, the IWC Wage Order § 7(A) states in pertinent part: “(A) Every
20 employer shall keep accurate information with respect to each employee including the following:
21 (3) Time records showing when the employee begins and ends each work period. Meal periods,
22 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
23 in the payroll period and applicable rates of pay....”

24 38. Therefore, under Labor Code § 226(a) and the IWC Wage Order § 7(A),
25 California employers are required to maintain accurate records pertaining to the total hours
26 worked for Defendants by the members of the Wage Statement Class, including but not limited
27 to, beginning and ending of each work period, meal period and split shift interval, the total daily
28 hours worked, and the total hours worked per pay period and applicable rates of pay.

1 39. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
2 Order § 7(A), Defendants did not and still do not furnish each of the members of the Wage
3 Statement Class with an accurate itemized statement in writing showing (1) gross wages earned,
4 (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or (5) all
5 applicable hourly rates in effect during each respective pay period and the corresponding number
6 of hours worked at each hourly rate by each respective individual and/or pertaining to the total
7 hours worked for Defendants by the members of the Wage Statement Class, including but not
8 limited to, beginning and ending of each work period, meal period and split shift interval, the
9 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

10 40. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
11 employee suffers injury if the employer fails to provide accurate and complete information as
12 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
13 promptly and easily ascertain requisite information without reference to other documents or
14 information.

15 41. Here, the members of Wage Statement Class suffered injury because Defendants
16 failed to provide accurate and complete information as required by one or more items listed in
17 Labor Code § 226(a)(1)-(9) and the Wage Statement Class members could not and cannot
18 promptly and easily ascertain requisite information without reference to other documents or
19 information.

20 42. In addition, the members of the Wage Statement Class have suffered injury as a
21 result of Defendants' failure to maintain accurate records for the members of the Wage
22 Statement Class in that the members of the Wage Statement Class were not timely provided
23 written accurate itemized statements showing all requisite information, including but not limited
24 to total hours worked by the employee, net wages earned and all applicable hourly rates in effect
25 during the pay period and the corresponding number of hours worked at each hourly rate, in
26 violation of Labor Code § 226 and the IWC Wage Order § 7(A), such that the members of the
27 Wage Statement Class were misled by Defendants as to the correct information regarding
28 various items, including but not limited to total hours worked by the employee, net wages earned

1 and all applicable hourly rates in effect during the pay period and the corresponding number of
2 hours worked at each hourly rate.

3 43. The actual injuries suffered by the members of the Wage Statement Class as a
4 result of Defendants' knowing and intentional failure to maintain accurate records for the
5 members of the Wage Statement Class include but are not limited to:

- 6 a. Confusion over whether they received all wages owed them by Defendants;
- 7 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 8 c. Being forced to engage in mathematical computations to analyze whether
9 Defendants' wages in fact compensated for all hours worked;
- 10 d. The inability to accurately calculate wage rates complicated by the fact that
11 wage statement information required by Labor Code § 226 is missing;
- 12 e. That such practice prevents the members of the Wage Statement Class from
13 being able to effectively challenge information on their wage statements;
14 and/or
- 15 f. The difficulty and expense of filing and maintaining this lawsuit, and the
16 discovery required to collect and analyze the very information that California
17 law requires.

18 44. Under Labor Code § 226(e), the members of the Wage Statement Class are
19 entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs
20 and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an
21 aggregate penalty of \$4,000.00 per employee.

22 45. Under Labor Code § 226(g), the currently-employed members of the Wage
23 Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor
24 Code § 226.

25 46. Under Labor Code § 226(e) and/or § 226(g), the members of the Wage Statement
26 Class are also entitled to an award of costs and reasonable attorneys' fees.

27 **NINTH CAUSE OF ACTION**

28 **VIOLATIONS OF LABOR CODE §§ 201-202**

1 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
2 forth herein.

3 55. Under Labor Code § 2699(a) (which provides that any provision of the Labor
4 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
5 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
6 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
7 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
8 establishes a civil penalty for violations of all Labor Code provisions except those for which a
9 civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable
10 civil penalties, as follows:

- 11 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
12 violations of the Labor Code except for those for which a civil penalty is
13 specifically provided, in the amount of \$100 for each aggrieved employee per
14 pay period for the initial violation; and \$200 for each aggrieved employee per
15 pay period for each subsequent violation;
- 16 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
17 entirely independent and apart from any other penalty provided in the Labor
18 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
19 each underpaid aggrieved employee for each pay period the aggrieved
20 employee was underpaid, and \$100 for each subsequent violation for each
21 underpaid employee for each pay period for which the employee was
22 underpaid;
- 23 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
24 and entirely independent and apart from any other penalty provided in the
25 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
26 of \$100 for each underpaid aggrieved employee for each pay period the
27 aggrieved employee was intentionally underpaid, and \$250 for each
28 subsequent violation for each underpaid aggrieved employees regardless of

whether the initial violation was intentionally committed;

- d. As applicable, for civil penalties under Labor Code § 210 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each employee who is/was not paid wages in accordance with Labor Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and entirely independent and apart from any other penalty provided in the Labor Code), for each violation of Labor Code § 226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation and \$1,000 for each aggrieved employee per pay period for each subsequent violation; and
- f. As applicable, for any and all additional civil penalties and sums as provided by the Labor Code and/or other relevant statutes.

56. In addition, Plaintiff seeks and is entitled to 75% of all penalties obtained under Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees about their rights and responsibilities under the Labor Code, and 25% to Plaintiff and all other similarly situated aggrieved employees.

57. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under Labor Code §§ 2699(g)(1) and any other applicable statute.

58. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in Section 2699.5 shall commence only after the following requirements have been met: (1) (A) The aggrieved employee or representative shall give written notice by online filing with the Labor and Workforce Development Agency and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation."

1 59. Labor Code § 2699.3(c)(1) states in pertinent part: “A civil action by an aggrieved
2 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
3 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
4 commence only after the following requirements have been met: (1) (A) The aggrieved
5 employee or representative shall give written notice by online filing with the Labor and
6 Workforce Development Agency and by certified mail to the employer of the specific provisions
7 of this code alleged to have been violated, including the facts and theories to support the alleged
8 violation.”

9 60. Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code
10 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,
11 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

12 61. On August 15, 2024, Plaintiffs complied with Labor Code § 2699.3(a) and Labor
13 Code § 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA and, on
14 August 16, 2024, by certified mail to Defendants of the specific provisions of the Labor Code
15 alleged to have been violated, including the facts and theories to support the alleged violations.
16 Attached hereto as Exhibit 1 is Plaintiffs’ LWDA letter.

17 62. Labor Code § 2699.3(a) further states in pertinent part: “(2)(A) The agency shall
18 notify the employer and the aggrieved employee or representative by certified mail that it does
19 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
20 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
21 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
22 aggrieved employee may commence a civil action pursuant to Section 2699.”

23 63. As of October 20, 2024 (65 calendar days after Plaintiffs’ August 15, 2024
24 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA
25 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code
26 § 2699.3(a) and have been given authorization therefrom to commence a civil action which
27 includes a cause of action under Labor Code § 2699.

28 64. Further, as of September 18, 2024 (33 calendar days after Plaintiffs’ August 16,

2024 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of actions taken. As such, Plaintiffs have complied with Labor Code § 2699.3(c) and have been given authorization therefrom to commence a civil action which includes a cause of action under Labor Code § 2699.

65. On November 29, 2025, Plaintiffs complied with Labor Code § 2699.3(a) and Labor Code § 2699.3(c) in that Plaintiffs gave written amended notice to the LWDA and Defendants of additional specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached hereto as Exhibit 2 is Plaintiffs' Amended LWDA letter.

66. As of February 2, 2026 (65 calendar days after Plaintiffs' November 29, 2025, Amended LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code § 2699.3(a) and have been given authorization therefrom to commence a civil action which includes these additional theories of liability under Labor Code § 2699.

ELEVENTH CAUSE OF ACTION

UNFAIR BUSINESS PRACTICES

(On Behalf of the 17200 Class)

(Against All Defendants)

67. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

68. B&PC § 17200 provides in pertinent part, “[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act... .”

69. B&PC § 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

70. B&PC § 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a

1 result of such unfair competition.

2 71. Defendants have engaged in unlawful, unfair and fraudulent business acts or
3 practices prohibited by B&PC § 17200, including those set forth in the preceding and foregoing
4 paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum
5 working standards and conditions due to them under the Labor Code and/or the IWC Wage
6 Order, as specifically described herein.

7 72. Defendants have engaged in unfair business practices in California by practicing,
8 employing and utilizing the employment practices outlined in the preceding paragraphs,
9 specifically, by requiring employees to perform the labor services complained of herein without
10 the requisite compensation.

11 73. Defendants' use of such practices constitutes an unfair business practice, unfair
12 competition and provides an unfair advantage over Defendants' competitors.

13 74. Plaintiffs have suffered injury in fact and have lost money or property as a result
14 of such unfair competition.

15 75. Plaintiffs seek full restitution from Defendants, as necessary and according to
16 proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means
17 of the unfair practices complained of herein.

18 76. Further, if Defendants are not enjoined from the conduct set forth above,
19 Defendants will continue to practice, employ and utilize the employment practices outlined in the
20 preceding paragraphs.

21 77. Therefore, Plaintiffs request that the Court issue a preliminary and permanent
22 injunction prohibiting Defendants from engaging in the foregoing conduct.

23 78. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total
24 monetary relief sought from Defendants.

25 **VI.**

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiffs pray:

28 a. That the Court issue an Order certifying the Classes herein, appointing all named

1 Plaintiffs as representative of all others similarly situated, and appointing all law firms
2 representing all named Plaintiffs as counsel for the members of the Classes;

3 As to the Second Cause of Action for Failure to Pay All Wages:

4 b. For recovery of the unpaid balance of the full amount of the straight time
5 compensation due and owing, according to proof;

6 c. For liquidated damages on the straight-time portion of uncompensated hours of
7 work (not including the overtime portion thereof), as authorized by Labor Code § 1194.2(a);

8 d. For recovery of the unpaid balance of the full amount of overtime compensation
9 due and owing, calculated at the appropriate rate and according to proof;

10 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and
11 Civil Code § 3287;

12 f. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
13 and/or 1194(a);

14 As to the Third Cause of Action for Illegal Rounding:

15 g. For recovery of the unpaid balance of the full amount of the straight time
16 compensation due and owing, according to proof;

17 h. For liquidated damages as authorized by Labor Code § 1194.2(a);

18 i. For recovery of the unpaid balance of the full amount of overtime compensation
19 due and owing, calculated at the appropriate rate and according to proof;

20 j. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and
21 Civil Code § 3287;

22 k. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
23 and/or 1194(a);

24 As to the Fourth Cause of Action for Failure to Pay Overtime Wages:

25 l. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
26 regarding wages due and owing, according to proof;

27 m. For pre-judgment interest as allowed by Labor Code § 218.6, Labor Code §
28 1194(a) and Civil Code § 3287;

n. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5 and/or Labor Code § 1194(a);

As to the Fifth Cause of Action for Failure to Provide All Required Meal Periods:

o. For one hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal or rest period was not provided;

p. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Sixth Cause of Action for Failure to Provide All Required Rest Periods:

q. For one hour of pay at the regular rate of compensation for each member of the Rest Period Class for each workday that a rest period was not provided;

r. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code § 3287;

As to the Seventh Cause of Action for Failure to Reimburse Business Expenses:

s. For damages regarding reimbursements due and owing, according to proof;

t. For pre-judgment interest as authorized by Labor Code § 2802;

u. For an award of reasonable attorneys' fees and costs under Labor Code § 2802;

As to the Sixth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

Statements:

v. For recovery as authorized by Labor Code § 226(e);

w. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e) and/or (g);

As to the Eighth Cause of Action for Violations of Labor Code §§ 201-202:

x. For recovery as authorized by Labor Code § 203;

As to the Eighth Cause of Action for Penalties Under Labor Code § 2699:

y. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each

subsequent violation;

z. As applicable, for civil penalties under Labor Code § 558, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and

ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

aa. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and entirely independent and apart from other penalties in the Labor Code, as follows:

i. For any initial violation that is intentionally committed, \$100 for each aggrieved underpaid employee for each pay period for which the employee was underpaid; and

ii. For each subsequent violation, regardless of whether the initial violation is intentionally committed, \$250 for each aggrieved underpaid employee for each pay period for which the employee was underpaid;

bb. As applicable, for civil penalties under Labor Code § 210, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

cc. As applicable, for civil penalties under Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

dd. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code §§ 2699(k)(1) and any other applicable statute; and

ee. For such relief as this Court may deem just and proper;

As to the Eleventh Cause of Action for Unfair Business Practices:

1 ff. For an accounting, under administration of Plaintiffs and/or the receiver and
2 subject to Court review, to determine the amount to be returned by Defendants, and the amounts
3 to be refunded to members of the Classes who are owed monies by Defendants;

4 gg. For an Order requiring Defendants to identify each of the members of the Classes
5 by name, home address, home telephone number and, if available, email address;

6 hh. For an Order requiring Defendants to make full restitution and payment under
7 California law;

8 ii. For an Order for a preliminary and/or permanent injunction prohibiting
9 Defendants from engaging in the acts complained of herein;

10 jj. For the creation of an administrative process wherein each injured member of the
11 Classes may submit a claim in order to receive his/her money;

12 kk. For all other appropriate injunctive, declaratory and equitable relief;

13 ll. For interest to the extent permitted by law;

14 mm. For an award of attorneys' fees and costs incurred in the investigation, filing and
15 prosecution of this action under CCP § 1021.5, B&PC § 17200, et seq., Labor Code § 1194
16 and/or any other applicable provision of law;

17 As to All Causes of Action:

18 nn. For such relief as this Court may deem just and proper, including reasonable
19 attorneys' fees and costs incurred.

20 **VII.**

21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

23 Dated: February 4, 2026

VANESSA M. RUGGLES, ESQ.

24 By: 

25 Vanessa M. Ruggles, Esq.

26 Attorneys for Plaintiffs

Exhibit 1

August 15, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *American Staffing Registry, Inc. ("Employer")*

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

To: PAGA Administrator, California Labor and Workforce Development Agency and the Employer

From: Tawny Leong ("Employee"), who was subjected to the wage and hour practices set forth below

The Employee, by way of the below-named counsel, submits this Notice, according to and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as hourly-paid non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employer required the Employee and all other similarly situated aggrieved employees to be tested for routine screening (e.g., for Hepatitis A, tuberculosis, etc.) and be fitted for masks. The Employer did not pay them for this time. This resulted in a failure to compensate for all time the Employee and all other aggrieved employees were under the Employer's control. As such, the Employer violated Labor Code §§ 510, 1194, 1197 and 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Second, the Employer paid the Employee and all other similarly situated aggrieved employees less than the City of Los Angeles's minimum wage for mandatory training. For example, the Employer paid the Employee \$16.00 per hour when the applicable City of LA minimum wage was \$16.78. As a result, the Employee and other aggrieved employees earned less than minimum wage in pay periods. As such, the Employer violated Labor Code §§ 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get meal breaks within the first five hours of their shift. As such, the Employee and all other aggrieved employees sometimes worked over five hours but were not provided all legally compliant meal breaks. Further, the Employee and all other similarly situated aggrieved employees routinely worked twelve-hour shifts but were not timely provided a legally compliant second meal break.

PAGA Administrator
Re: Leong v. American Staffing Registry Inc.
August 15, 2024
Page 2

The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to provide legally compliant paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees routinely worked twelve-hour shifts but did not get three uninterrupted rest breaks. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order, ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employee and all other similarly situated aggrieved employees were forced to incur reasonable business expenses while performing their required duties, including but not limited to the costs related to required mask fittings. However, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for these expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code §§ 2699(a)/(f).

As a derivative result of some or all of the above claim(s), the Employer has also violated Labor Code §§ 226 and 201-203, as follows:

Regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer failed to pay all wages as set forth above, the Employer issued inaccurate wage statements to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because the Employer failed to pay all wages as set forth above, the Employer has derivatively violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 203.

Finally, the Employer violated Labor Code § 432.5, which prohibits an employer from requiring an employee to agree in writing to any term prohibited by law. The Employer required the Employee and other aggrieved employees to agree to not "disclose any information, either directly or indirectly, verbally, electronically or in writing, regarding his/her shift or hourly pay rate, bonus or overtime rate, employment status, nor the pay rates or employment status of other Employees[]." This provision violated Labor Code § 232. As such, the Employer violated Labor Code § 432.5 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure certain alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

PAGA Administrator
Re: Leong v. American Staffing Registry Inc.
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In addition, this letter clearly sets forth the Employee's grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee's demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Sincerely,



Vanessa M. Ruggles

cc: (via Certified Mail)
AMERICAN STAFFING REGISTRY INC.
Byron Warnakulasooriya, Agent for Service of Process
1445 Huntington Drive Suite 220
South Pasadena CA 91030
626.403.5701

Exhibit 2

November 20, 2025

Submitted at <https://www.dir.ca.gov>

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: *American Staffing Registry, Inc. ("Employer")*

**AMENDED NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE
§ 2699.3**

To: PAGA Administrator, California Labor and Workforce Development Agency and
the Employer

From: Tawny Leong ("Employee"), who was subjected to the wage and hour practices
set forth below

The Employee, by way of the below-named counsel, submits this Notice, according to
and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges
the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other
similarly situated aggrieved employees as hourly-paid non-exempt employees, and utilized
consistent policies and procedures regarding the Employee and all such other similarly situated
aggrieved employees, as follows:

First, the Employer required the Employee and all other similarly situated aggrieved
employees to be tested for routine screening (e.g., for Hepatitis A, tuberculosis, etc.) and be
fitted for masks. The Employer did not pay them for this time. This resulted in a failure to
compensate for all time the Employee and all other aggrieved employees were under the
Employer's control. As such, the Employer violated Labor Code §§ 510, 1194, 1197 and 1198
and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f)
and/or 558.

Second, the Employer paid the Employee and all other similarly situated aggrieved
employees less than the City of Los Angeles's minimum wage for mandatory training. For
example, the Employer paid the Employee \$16.00 per hour when the applicable City of LA
minimum wage was \$16.78. As a result, the Employee and other aggrieved employees earned
less than minimum wage in pay periods. As such, the Employer violated Labor Code §§ 1194,
1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code
§§ 2699(f), 1197.1, and/or 558.

Third, the Employer utilized a time rounding policy that ignored employees' actual time
punches and instead rounded their time. This policy (combined with the fact that employees often
arrived early and/or worked late) resulted in a disproportionate impact which does not average
out over a period of time and as such, is not fair and neutral on its face and used in such a
manner that it will not result over a period of time in failure to compensate for all time actually
worked. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the

applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer paid the Employee and all other similarly situated aggrieved employees nondiscretionary incentive pay. However, the Employer did not consider this additional pay in the computation of the regular rate of pay to determine the correct overtime pay for the Employee and all other similarly situated aggrieved employees. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid overtime wages, allegedly in violation of Labor Code § 1194, and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees did not always get meal breaks within the first five hours of their shift. As such, the Employee and all other aggrieved employees sometimes worked over five hours but were not provided all legally compliant meal breaks. Further, the Employee and all other similarly situated aggrieved employees routinely worked twelve-hour shifts but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Sixth, the Employer failed to provide legally compliant paid rest breaks to the Employee and all other similarly situated aggrieved employees. The Employee and all other similarly situated aggrieved employees routinely worked twelve-hour shifts but did not get three uninterrupted rest breaks. As such, the Employee and all other similarly situated aggrieved employees were not always provided legally compliant rest breaks. Because the Employer did not pay a rest period penalty for these violations, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order, ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Seventh, the Employee and all other similarly situated aggrieved employees were forced to incur reasonable business expenses while performing their required duties, including but not limited to the costs related to required mask fittings. However, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for these expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code §§ 2699(a)/(f).

As a derivative result of some or all of the above claim(s), the Employer has also violated Labor Code §§ 226 and 201-203, as follows:

Regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because the Employer failed to pay all wages as set forth above, the Employer issued inaccurate wage statements to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here,

PAGA Administrator
Re: Leong v. American Staffing Registry Inc.
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because the Employer failed to pay all wages as set forth above, the Employer has derivatively violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 203.

Finally, the Employer violated Labor Code § 432.5, which prohibits an employer from requiring an employee to agree in writing to any term prohibited by law. The Employer required the Employee and other aggrieved employees to agree to not “disclose any information, either directly or indirectly, verbally, electronically or in writing, regarding his/her shift or hourly pay rate, bonus or overtime rate, employment status, nor the pay rates or employment status of other Employees[.]s.” This provision violated Labor Code § 232. As such, the Employer violated Labor Code § 432.5 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

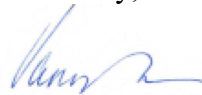
Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure certain alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee’s grievances and proposed remedies, under the Labor Code, PAGA and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee’s demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Sincerely,



Vanessa M. Ruggles

cc: American Staffing Registry, Inc.
c/o BALLARD ROSENGERG GOLPER & SAVITT, LLP
Janet S. Soultanian: jsoultanian@brgslaw.com
David Fishman: dfishman@brgslaw.com
Lisa Aguilar: laguilar@brgslaw.com
444 South Flower Street, Suite 1500
Los Angeles, CA 90071