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

LILI-ANN BOYENS, an individual, on
behalf of herself and others similarly situated

PLAINTIFF,

v.

LASERAWAY MEDICAL GROUP, INC.;
and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 22STCV08618

[Case Assigned for All Purposes to Hon. Judge
David S. Cunningham in Dept. SS11]

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
2. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Failure to Provide Employment Records Violation of Labor Code §§ 226(f) and 1198.5
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff LILI-ANN BOYENS, an individual, on behalf of herself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant LASERAWAY MEDICAL GROUP, INC. (“Defendant”) and each of
5 them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiff and a Proposed Class defined as:

10 All non-exempt employees who are employed or have been
11 employed by LASERAWAY MEDICAL GROUP, INC., in the
12 State of California who worked one or more pay periods since four
13 (4) years prior to the filing of this action to the present plus any
14 additional time during which the statutes of limitation for the causes
of action herein were tolled pursuant to Emergency Rule 9 of the
California Rules of Court, the ‘Emergency Rules Related to
COVID-19’. (“Proposed Class”)

15 2. Any limitations period referenced in this complaint is extended pursuant to
16 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
17 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
18 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
19 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
20 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
21 relevant time period or statute of limitations referenced in this complaint is extended into the past
22 by the number of days in which this tolling was in effect.

23 3. From at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with
25 meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy
26 of failing to provide Plaintiff and the Proposed Class compliant meal breaks that occurred after the
27 first five hours of each shift and failing to pay such employees one (1) hour of pay at the
28 employees’ regular rate of compensation for each workday that the first meal period was not

provided within the first (5) hours of the shift.

4. From at least four (4) years prior to the filing of this action and continuing to the present, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with rest periods and failed to provide compliant rest periods. Defendant has had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws.

5. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiff and the Proposed Class for necessary business expenses. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of using their own computers and personal cell phones for business purposes. These are both necessary business expenditures under California law and Defendant failed to reimburse the Proposed Class.

6. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has failed to comply with Labor Code § 226(a) by failing to issue Plaintiff and the Proposed Class accurate itemized wage statements that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Plaintiff and the Proposed Class members are issued itemized wage statements that do not accurately include meal and rest period premiums as a result of the claims alleged herein and when they do, they are not at the accurate rate.

7. For at least three (3) years prior to the filing of this action continuing to the present, Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and the Proposed Class.

8. Defendant willfully failed to provide Plaintiff with her personnel file and pay data after a written request. Plaintiff requested copies or an opportunity to copy her personnel file and her pay records. Defendant refused to comply with this request in violation of Labor Code §§ 226 and 1198.5.

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9. Plaintiff, on behalf of herself and all Proposed Class members brings this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 512, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking meal and rest period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

II.

12. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

Professions Code § 17200, *et seq.*

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and do business within Los Angeles County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class members within the State of California and the county of Los Angeles.

15. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

16. Plaintiff files this amended complaint adding a claim for penalties under Labor Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C)).

III.

PARTIES

A. PLAINTIFF

17. Plaintiff LILI-ANN BOYENS is a resident of California.

18. Plaintiff and all Proposed Class members, were regularly required to:

- a. Work without being provided compliant meal periods;
- b. Work without being provided compliant rest periods;
- c. Work without being reimbursed for their necessary business expenditures;

and,

d. Work without being provided accurate itemized wage statements as required by California law.

19. Defendant willfully failed to compensate Plaintiff and all Proposed Class members for wages at the termination of their employment with Defendant.

20. Additionally, Plaintiff requested copies or an opportunity to copy her personnel file and her pay records. Defendant refused to comply with this request in violation of Labor Code §§ 226 and 1198.5.

1 21. As a result of this conduct, Defendant has engaged in unfair competition and
2 unlawful business practices.

3 22. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
4 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
5 §2699(c).)

6 **B. DEFENDANTS**

7 23. Defendant LASERAWAY MEDICAL GROUP, INC. is believed to be a California
8 corporation operating within the State of California. Defendant LASERAWAY MEDICAL
9 GROUP, INC.’S corporate address is believed to be 307 S. Robertson Boulevard Beverly Hills,
10 CA 90211. Upon information and belief, Defendant employed Plaintiff and similarly situated
11 persons as hourly employees within California. Defendant has done and do business throughout
12 the State of California.

13 24. The true names and capacities, whether individual, corporate, associate, or
14 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
15 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
16 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
17 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
18 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
19 capacities of the Defendants designated hereinafter as DOES when such identities become known.

20 25. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
21 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
22 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
23 legally attributable to the other Defendants. Furthermore, Defendant in all respects acted as the
24 employer and/or joint employer of Plaintiff and the Proposed Class members.

25 26. Furthermore, Defendants acted in all respects as the employers or joint employers
26 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
27 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
28 engaged, thereby creating a common law employment relationship, with the Proposed Class.

1 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

2 **IV.**

3 **FACTUAL BACKGROUND**

4 27. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
5 classified as non-exempt employees by Defendant. Defendant hires employees who work as
6 hourly employees who are paid on an hourly basis.

7 28. Upon information and belief, Plaintiff and the Proposed Class are covered by
8 California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal.
9 Code of Regs. § 11040).

10 29. Plaintiff and all Proposed Class members have been forced by Defendant to work
11 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
12 and not being compensated one (1) hour of pay at their regular rate of compensation for each
13 workday that a meal period was not provided or provided after five (5) hours, all in violation of
14 California labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendant
15 also failed to inform Plaintiff and the members of the Proposed Class of their right to take
16 compliant meal periods by way of a lawful policy.

17 30. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendant has had a consistent policy of failing to provide all required rest periods of at
19 least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
20 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
21 that the rest period was not provided, as required by California state wage and hour laws.
22 Defendant also failed to inform Plaintiff and the members of the Proposed Class of their right to
23 take compliant rest periods by way of a lawful policy.

24 31. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
25 properly reimbursed for business expenses necessary for the completion of their job duties.
26 Defendant has failed to reimburse Plaintiff and the Proposed Class members the for the cost of
27 using their personal cell phones and computers, which are necessary for them to discharge their
28 duties. Defendant required that Plaintiff and the Proposed Class use their own computers,

download and pay for phone applications on their personal cell phones, be available by cell phone, and answer/use their personal cell phones consistently to perform their job duties. These cell phones and computers were not provided by Defendant and Defendant failed to reimburse Plaintiff and the Proposed Class for the costs associated with these necessary business expenditures in violation of Labor Code § 2802.

32. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has failed to comply with Labor Code § 226(a). Defendant failed to issue Plaintiff and the Proposed Class accurate itemized wage statements that show all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Defendant failed to issue Plaintiff and the Proposed Class accurate itemized wage statements that include meal and rest premiums as a result of the claims alleged above and/or provide them at the accurate rate.

33. Defendant willfully failed to pay wages and compensation, when Plaintiff and all Proposed Class members quit or were discharged. This failure was willful, without legal justification, and interfered with Plaintiff's and Class Members' rights.

34. Defendant willfully failed to provide Plaintiff with her personnel file and pay data after a written request. Plaintiff requested copies or an opportunity to copy her personnel file and her pay records. Defendant refused to comply with this request in violation of Labor Code §§ 226 and 1198.5.

35. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

V.

CLASS ACTION ALLEGATIONS

36. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed class composed of and defined as follows:

All non-exempt employees who are employed or have been employed by LASERAWAY MEDICAL GROUP, INC., in the State of California who worked one or more pay periods since four (4) years prior to the filing of this action to the present plus any

1 additional time during which the statutes of limitation for the causes
2 of action herein were tolled pursuant to Emergency Rule 9 of the
3 California Rules of Court, the 'Emergency Rules Related to
4 COVID-19'. ("Proposed Class")

5 37. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
6 amend or modify the class description with greater specificity, by division into subclasses, or by
7 limitation to particular issues.

8 38. This action has been brought and may properly be maintained as a class action
9 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
10 community of interest in the litigation and the Proposed Class are easily ascertainable.

11 **A. NUMEROSITY**

12 39. The potential members of the Proposed Class as defined are so numerous that
13 joinder of all the members of the Proposed Class is impracticable. While the precise number of
14 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
15 that Defendant currently employs, and during the relevant time periods employed over 50 members
16 of the Proposed Class.

17 40. Plaintiff alleges that Defendant's employment records would provide information
18 as to the number and location of all Proposed Class members. Joinder of all members of the
19 Proposed Class is not practicable.

20 **B. COMMONALITY**

21 41. There are questions of law and fact common to the Proposed Class that predominate
22 over any questions affecting only individual Proposed Class members. These common questions
23 of law and fact include, without limitation:

24 a. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order
25 4-2001 or other applicable IWC Wage Orders by failing to inform Plaintiff and the Proposed Class
26 of their right to take meal periods and by way of a lawful policy and failing to provide required
27 meal periods throughout the term of employment and/or failing to compensate said employees one
28 (1) hour of wages at their regular rate of compensation in lieu of meal periods;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4 -
2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class

of their right to take rest periods and failing to provide all required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

c. Whether Defendant violated Labor Code § 2802 and/or Wage Order 4-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of using their personal cell phones and computers;

d. Whether Defendant violated Labor Code § 226(a) by failing to provide accurate itemized wage statements to Plaintiff and members of the Proposed Class;

e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class member's employment with Defendant terminated;

f. Whether Defendant violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; and

g. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

42. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

43. Plaintiff will fairly and adequately represent and protect the interests of the members of the Proposed Class.

44. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

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E. SUPERIORITY OF CLASS ACTION

45. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to provide meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

46. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

47. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

48. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift.

49. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

50. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.

51. Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time

1 period.

2 52. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed
3 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that
4 the first meal period was not provided within the first (5) hours of the shift. Very recently, on July
5 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the
6 formula for calculating the one extra hour of bonus pay that employees are owed if an employer
7 fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus
8 payments must include the hourly value of any nondiscretionary earnings (such as a
9 nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base
10 hourly rate. Here, when meal periods are provided, Defendant has had a consistent policy of
11 paying meal period premiums at the base rate and not the appropriate blended rate in violation of
12 Labor Code §§ 226.7 and 512.

13 53. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
14 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
15 missed meal break, per day in a sum to be proven at trial.

16 **VII.**

17 **SECOND CAUSE OF ACTION**

18 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

19 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

20 **LABOR CODE § 226.7**

21 54. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
22 reference all previous paragraphs.

23 55. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
24 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
25 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

26 56. Defendant failed to maintain an accurate policy informing Plaintiff and the
27 Proposed Class of their rights with respect to rest periods.

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57. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant time period. Defendant consistently failed to schedule rest breaks for Plaintiff and members of the Proposed Class. Plaintiff and members of the Proposed Class were not able to take rest periods.

58. Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, piece rate, etc.), and cannot simply be paid at an employee's base hourly rate. Here, when rest period premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

59. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

60. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

61. Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be

1 unlawful.

2 62. Defendant has failed to reimburse Plaintiff and the Proposed Class the for the cost
3 of using their personal cell phones and computers, necessary for them to discharge their duties.

4 63. Defendant required that Plaintiff and the Proposed Class use their own computers,
5 download and pay for phone applications on their personal cell phones, be available by cell phone,
6 and answer/use their personal cell phones consistently to perform their job duties.

7 64. These cell phones and computers were not provided by Defendant and Defendant
8 failed to reimburse Plaintiff and the Proposed Class for the costs associated with these necessary
9 business expenditures in violation of the Labor Code.

10 65. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class have
11 been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
12 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

13 **IX.**

14 **FOURTH CAUSE OF ACTION**

15 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

16 **VIOLATION OF LABOR CODE § 226(A)**

17 66. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
18 reference all previous paragraphs.

19 67. Labor Code §226(a) requires that every employer shall semimonthly or at the time
20 of each payment of wages, furnish each of his or her employees, an accurate itemized statement in
21 writing showing total hours worked and all applicable hourly rates in effect during the pay period
22 and the corresponding number of hours worked at each hourly rate by the employee. Sections
23 226(a)(9).

24 68. Plaintiff and the Proposed Class are issued wage statements that do not include all
25 applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate by the employee in violation of the Labor Code.

27 69. Further, Plaintiff and the Proposed Class are issued wage statements that do not
28 include meal and rest premiums as a result of the claims alleged above and when they do, they are

1 not at the accurate rate.

2 70. Defendant's failure to provide accurate itemized wages statements according to
3 Labor Code § 226(a) was all done on a regular and consistent basis.

4 71. An employee suffering injury as a result of a knowing and intentional failure by an
5 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
6 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
7 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
8 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
9 reasonable attorneys' fees.

10 **X.**

11 **FIFTH CAUSE OF ACTION**

12 **PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS**

13 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

14 72. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by
15 reference all previous paragraphs.

16 73. Numerous members of the Proposed Class including the Plaintiff are no longer
17 employed by Defendant. They were either fired or quit Defendant's employ.

18 74. Defendant's failure to pay wages, as alleged above was willful in that Defendant
19 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
20 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
21 penalty until paid for a period of up to thirty (30) days from the time they were due.

22 75. Defendant has failed to pay Plaintiff and others a sum certain at the time of
23 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
24 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
25 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
26 members' daily wage multiplied by thirty (30) days.

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1 **XI.**

2 **SIXTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HERSELF**

4 **VIOLATION OF LABOR CODE §§ 226 and 1198.5**

5 76. Plaintiff, on behalf of herself only, realleges and incorporates by reference all
6 previous paragraphs.

7 77. On January 5, 2022, Plaintiff mailed to Defendant her first written request to her
8 employer to copy or to receive a copy of her personnel file and payroll records. The letter cited
9 Labor Code §§ 226 and 1198.5. On or around January 21, 2022, Plaintiff's Counsel received a
10 certified mail receipt signed by Defendant indicating it received Plaintiff's first written request.

11 78. Defendant did not provide the documentation requested by Plaintiff within the
12 statutory time frames causing Plaintiff to mail a second written request to Defendant on February
13 8, 2022. On or around February 14, 2022, Plaintiff received a returned certified mail receipt signed
14 by Defendant indicating receipt of Plaintiff's second written request.

15 79. Defendant did not provide the documentation requested by Plaintiff in her second
16 written request.

17 80. Labor Code § 226(f) provides that "[a] failure by an employer to permit a current
18 or former employee to inspect or copy records within the. . ." statutory time frame ". . . entitles the
19 current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
20 (\$750) penalty from the employer."

21 81. Additionally, Labor Code §226(h) permits an employee to bring an action for
22 injunctive relief to ensure compliance Labor Code § 226 and states that employee is entitled to an
23 award of costs and reasonable attorney's fees.

24 82. Labor Code § 1198.5(a) states: "Every current and former employee, or his or her
25 representative, has the right to inspect and receive a copy of the personnel records that the
26 employer maintains relating to the employee's performance or to any grievance concerning the
27 employee."

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83. Labor Code § 1198.5(k) provides that if an employer fails to permit an inspection or fails to permit an employee to copy personnel records within the times specified, the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

84. Additionally, Labor Code § 1198.5(l) permits an employee to bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

85. As such, Defendant has violated Labor Code §§ 226 and 1198.5 and Plaintiff is entitled to production of the documents requested, penalties, and attorney's fees and costs.

XII.

SEVENTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HERSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

86. Plaintiff, on behalf of herself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

87. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

88. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

89. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

90. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce

1 vigorously minimum labor standards, to ensure that employees are not required or permitted to
2 work under substandard and unlawful conditions, and to protect law-abiding employers and their
3 employees from competitors who lower their costs by failing to comply with minimum labor
4 standards.

5 91. Defendant has violated statutes and public policies as alleged herein. Through the
6 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
7 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
8 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
9 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
10 guaranteed to all employees under law.

11 92. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
12 violation of § 17200, *et seq.* of the Business & Professions Code.

13 93. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
14 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
15 § 17200, *et seq.* of the Business & Professions Code.

16 94. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
17 others similarly situated have been damaged in a sum as may be proven.

18 95. Unless restrained, Defendant will continue to engage in the unlawful conduct as
19 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
20 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
21 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
22 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
23 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
24 proposed Class the money Defendant has unlawfully failed to pay.

25 ///

1 **XIII.**

2 **EIGHTH CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

4 96. Plaintiff, on behalf of himself and all aggrieved employees, realleges and
5 incorporates by reference all previous paragraphs.

6 97. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
7 seeks penalties under Labor Code §2699, *et seq.* use of Defendant's violation of Labor Code §§
8 201, 202, 203, 226(a), 226.7, 512, 2802; Wage Order 4-2001; and California Code of Regulations,
9 Title 8, Section 11040, which call for civil penalties.

10 98. Plaintiff brings this representative action on behalf of himself and the State of
11 California as well as on behalf of a group of aggrieved employees defined as: All non-exempt
12 employees who are employed or have been employed by LASERAWAY MEDICAL GROUP,
13 INC., in the State of California who worked one or more pay periods since March 9, 2021 to the
14 present plus any additional time during which the statutes of limitation for the causes of action
15 herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the "Emergency
16 Rules Relates to COVID-19". ("aggrieved employees")

17 99. In addition to the meal period, rest period, reimbursement, itemized wage
18 statement, and penalty claims alleged in detail above, Plaintiff also alleges a wage violation as the
19 basis for a PAGA claim on behalf of the aggrieved employees. Defendant did not pay timely
20 wages to Plaintiff and the aggrieved employees.

21 100. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 Development Agency and Defendant giving notice of these PAGA claims and continuing to the
23 present, Defendant has violated Labor Code §§204(d) and 210 with respect to Plaintiff and all
24 aggrieved employees. Specifically, Defendant failed to pay Plaintiff and all aggrieved employees
25 all wages for a biweekly payroll period within seven (7) calendar days following the close of the
26 payroll period in violation of the Labor Code.

27 101. An employer may not attribute commission wages paid in one pay period to other
28 pay periods in order to satisfy California's compensation requirements. (*see Peabody v. Time*

1 *Warner Cable, Inc.* (2014) 59 Cal.4th 662, 668.)

2 102. Defendant pays Plaintiff and all aggrieved employees commissions on a monthly
3 basis despite the fact that commissions are earned in each pay period worked by an employee and
4 should be paid during that pay period. As such, Defendant violated Labor Code §§204(d) and 210
5 by paying Plaintiff and all aggrieved employees after the seventh (7th) day following the close of
6 the payroll period in violation of California law.

7 103. Defendant's violation of Labor Code §§204(d) and 210 were all done on a regular
8 and consistent basis.

9 104. As a result of the acts alleged above, Plaintiff, on behalf of himself and all other
10 aggrieved employees, seeks penalties under Labor Code section 2699, et seq. because of
11 Defendant's violation of Labor Code §§204(d) and 210, for which a civil penalty applies under
12 PAGA.

13 105. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
14 2699, et seq. because of Defendant's violation of Labor Code §§ 201-203, 204(d), 210, 226(a),
15 226.7, 512, 2802, and Wage Order 4-2001, which call for civil penalties.

16 106. For each such penalty, Plaintiff and the aggrieved employees are entitled to
17 penalties in an amount to be shown at trial, subject to the following formula:

18 a. \$100 for the initial violation per employee per pay period.

19 b. \$200 for each subsequent violation per employee per pay period.

20 107. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
21 twenty-five percent (25%) to the affected employees.

22 108. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
23 LWDA¹ and mailed a letter by certified mail to each of the Defendant's entity address, as
24 proscribed by the Code on March 9, 2022, describing Defendant's conduct in violation of Labor
25 Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.7, 512, 2802, and IWC Wage Order 4-2001. (see
26 Exhibit "1.") Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

of the notice (*see* Exhibit “2”) and signed certified green return receipts from Defendant establishing that it also received Plaintiff’s notice (*see* Exhibit “3”).

109. As no letter evidencing the LWDA’s intention to investigate was received by Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A).

110. Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of Plaintiff’s and each Proposed Class members’ hourly wage for each meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class members’ hourly wage for each rest period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For compensatory damages in the amount of Plaintiff’s and each Proposed Class members’ unreimbursed out of pocket expenses as a requirement of employment;

4. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);

5. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

6. On behalf of herself only, Plaintiff requests penalties pursuant to Labor Code §§ 226(f) and 1198.5(k) and injunctive relief pursuant to Labor Code §§ 226(h) and 1998.5(k) for violation of Labor Code §§ 226 and 1998.5;

7. An award of prejudgment and post judgment interest;

1 8. An order enjoining Defendant and its agents, servants, and employees, and all
2 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
3 overtime, meal periods, rest periods, unreimbursed expenses, accurate itemized wage statements,
4 and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7,
5 512, 2802, and IWC 4-2001;

6 9. For restitution for unfair competition pursuant to Business & Professions Code
7 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

8 10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
9 Code §§ 201, 202, 203, 204(d), 210, 226(a), 226.7, 512, 2802, and Wage Order 4-2001;

10 11. An award providing for payment of costs of suit;

11 12. An award of attorneys' fees; and

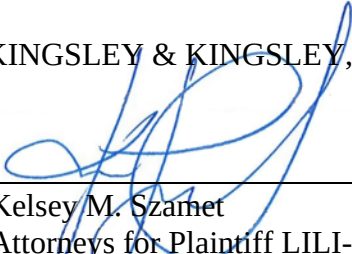
12 13. Such other and further relief as this Court may deem proper and just.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a trial of her claims by jury to the extent authorized by law.

15
16 DATED: May 16, 2022

KINGSLEY & KINGSLEY, APC

17
18 By: 

Kelsey M. Szamet
Attorneys for Plaintiff LILI-ANN BOYENS and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

March 9, 2022

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

LASERAWAY MEDICAL GROUP, INC.
307 S. Robertson Boulevard
Beverly Hills, CA 90211
Via Certified Mailing No.: 7019 2970 0001 4016 5646

LASERAWAY MEDICAL GROUP, INC.
c/o Agent for Service of Process
Matthew Marzucco
Paracorp Incorporated
2804 Gateway Oaks Dr #100
Sacramento, CA 95833
Via Certified Mailing No.: 7019 2970 0001 4016 5639

LASERAWAY MEDICAL GROUP, INC.
c/o Agent for Service of Process
Matthew Marzucco
Paracorp Incorporated
PO Box 160568
Sacramento, CA 95816-0568
Via Certified Mailing No.: 7019 2970 0001 4016 5622

Re: LILI-ANN BOYENS v. LASERAWAY MEDICAL GROUP, INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents LILI-ANN BOYENS (“Plaintiff”) and a proposed group of current and former employees working for LASERAWAY MEDICAL GROUP, INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of herself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 9, 2022

Page 2 of 4

are employed or have been employed by LASERAWAY MEDICAL GROUP, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the 'Emergency Rules Related to COVID-19'. ("aggrieved employees").

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the "Emergency Rules Related to COVID-19," Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 ["Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 16 1, 2020."] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant is required to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant failed to provide Plaintiff and the aggrieved employees with

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 9, 2022

Page 3 of 4

compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate when rest premiums are provided, in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiff and aggrieved employees the for the cost of using their personal cell phones and computers, necessary for them to discharge their duties. Defendant required that Plaintiff and the aggrieved employees use their own person computers, download and pay for phone applications on their personal cell phones, be available by cell phone, and answer/use their personal cell phones consistently to perform their job duties. These cell phones and computers were not provided by Defendant and Defendant failed to reimburse Plaintiff and the aggrieved employees for the costs associated with these necessary business expenditures in violation of Labor Code § 2802.

Defendant also engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) by failing to issue Plaintiff and all aggrieved employees wage statements that show total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Further, Plaintiff and all aggrieved employees are issued itemized wage statements that do not accurately include meal and rest premiums as a result of the claims alleged herein and when they are provided, they are not provided at the proper rate. As such, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Defendant failed to pay Plaintiff and all aggrieved employees all wages for a biweekly payroll period within seven (7) calendar days following the close of the payroll period in violation of Labor Code §§204(d) and 210. An employer may not attribute commission wages paid in one pay period to other pay periods in order to satisfy California's compensation requirements. (*Peabody v. Time Warner Cable, Inc.* (2014) 59 Cal.4th 662, 668.) Here, Defendant pays Plaintiff and all aggrieved employees commissions on a monthly basis despite the fact that commissions are earned in each pay period worked by an employee and should be paid during that pay period. As such, Plaintiff and all aggrieved employees were paid after the seventh (7th) day following the close of the payroll period in violation of these statutes.

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

March 9, 2022

Page 4 of 4

due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

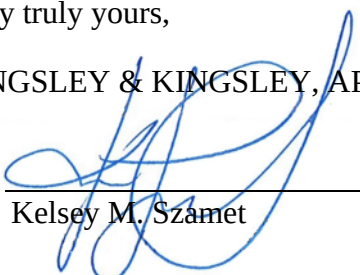
Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Plaintiff also brings a claim on behalf of himself only for a violation of Labor Code §§226 and 1198.5. Plaintiff requested the right to review her personnel file and her pay records by sending a letter to Defendant. Defendant refused to provide the requested documentation in violation of these statutes. Thus, Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §§226 and 1198.5 with respect to Plaintiff only.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 204(d), 210, 226, 226(a), 226.7, 512, 1198.5 and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/km

CC: 1. Abramson Labor Group, 3580 Wilshire Blvd Ste 1260, Los Angeles, CA 90010-2513 via Electronic Mail Transmission: wza@abramsonlabor.com; dani@abramsonlabor.com

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley, APC



(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California



Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Lili-Ann Boyens

Plaintiff/Aggrieved Employee Occupation *

sales

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select...



Employer Name *

Laseraway Medical Group, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

307 S. Robertson Boulevard

Beverly Hills

Employer State *

California

Employer Zip/Postal Code *

90211

Employer Industry *

Other

Employer Industry for "Other" *

Offices and Clinics of Doct

Add additional defendants

☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select...

Employer Name *

Laseraway Medical Group, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2804 Gateway Oaks Dr #100

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95833

Employer Industry *

Other

Employer Industry for "Other" *

Offices and Clinics of Doct

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name *

Laseraway Medical Group, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

PO Box 160568

Employer City *

Sacramento

Employer State *

California

Employer Zip/Postal Code *

95816-0568

Employer Industry *

Other

Employer Industry for "Other" *

Offices and Clinics of Doct

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☐ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☒ Other

Child Labor – Specify Ages

Provide Details of Other Violation *

Other(Maybe Multiple)

- ☒ Other Violation

Provide Details of Other Violation ***Other(Maybe Multiple)**☐ Other Violation**PAGA Claim Type – Check All that Apply ***

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name *****Billing Last Name *****Billing Email *****Billing Phone****Billing Street Name, Number and Suite/Apt *****Billing City *****Billing State *****Billing Zip/Postal Code *****Credit Card Type *****Credit Card Number *****CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) * LWDA Letter – ...oup, Inc..pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, March 9, 2022 3:01 PM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

3/9/2022

LWDA Case No. LWDA-CM-872570-22
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Lili-Ann Boyens
Employer: Laseraway Medical Group, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CKimberly%40kingsleykingsley.com%7C22bd33ce5b34402127a308da02209ead%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637824636380714564%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000&sdata=abe2zZHvOe9ho%2FSI1HyM0UREpAFaQuOC%2F6egtNlu9b4%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, March 9, 2022 3:01 PM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-872570-22

Order Number: ORD-000154527

Total:\$75.00

Card Type: [REDACTED]

Date: 3/9/2022

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Laseraway Medical Group, Inc.
c/o Agent for Service of Process
Matthew Marzucco
Paracorp Incorporated
PO Box 160568
Sacramento, CA 95816-0568



9590 9402 7136 1251 6482 26

2. Article Number (Transfer from service label)

7019 2970 0001 4016 5622

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Matthew Marzucco*

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
()

Domestic Return Receipt

USPS TRACKING#



9590 9402 7136 1251 6482 26

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

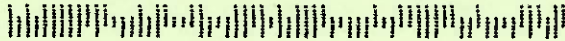
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY

A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
LASERAWAY MEDICAL GROUP, INC.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Laseraway Medical Group, Inc.
c/o Agent for Service of Process
Matthew Marzucco
Paracorp Incorporated
2804 Gateway Oaks Dr #100
Sacramento, CA 95833



9590 9402 7136 1251 6482 33

2. Article Number (Transfer from service label)

7019 2970 0001 4016 5639

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

Kaitlin Griblin

C. Date of Delivery

3/14/22

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

3. Service Type

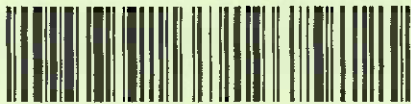
☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

(0)

Domestic Return Receipt

USPS TRACKING#



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 7136 1251 6482 33

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
LASERAWAY MEDICAL GROUP, INC.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LASERAWAY MEDICAL GROUP, INC.
307 S. ROBERTSON BOULEVARD
BEVERLY HILLS CA 90211



9590 9402 7136 1251 6482 40

2. Article Number (Transfer from service label)

7019 2970 0001 4016 5646

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X. Lasera

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Mail

Mail Restricted Delivery

(0)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

USPS TRACKING#



LOS ANGELES CA 900

9590 9402 7136 1251 6482 40



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

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