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7 Attorneys for Plaintiff, ALBINO LUGO-RODRIGUEZ and ELIZABETH VILLANUEVA, as
8 individuals, and on behalf of all similarly situated employees,

9 **IN THE SUPERIOR COURT OF STATE OF CALIFORNIA**
10 **THE COUNTY OF LOS ANGELES**

BC 6 37 6 77

11 ALBINO LUGO-RODRIGUEZ, as an
12 individual, ELIZABETH VILLANUEVA, as
13 an individual, and on behalf of all similarly
14 situated employees,

14 Plaintiff,

15 v.

16 MY WORLD ENTERPRISES, INC., dba
17 ALONDRA HOT WINGS, and DOES 1
18 through 10, inclusive,

19 Defendants.

Case No.:

**PLAINTIFF'S CLASS ACTION
COMPLAINT FOR DAMAGES,**

- 1. Violation Of California Warn Act (Cal. Labor Code § 1400 Et Seq.);
- 2. Failure To Provide Meal Periods (Cal. Labor Code §§ 226.7 And 512);
- 3. Failure To Provide Rest Periods (Cal. Labor Code §§ 226.7 And 512);
- 4. Failure To Pay All Wages Including Minimum Wages And Overtime Wages (Cal. Labor Code §§ 510, 1194);
- 5. Failure To Keep Accurate Payroll Records (Cal. Labor Code § 1174 And 226 (A), (E));
- 6. Failure To Reimburse For Necessary Expenditures (Cal. Labor Code § 2802);
- 7. Waiting Time Penalties (Cal. Labor Code §§ 201-203);
- 8. Unfair Business Practices (Cal. Bus. Prof. Code § 17200 Et Seq.); And
- 9. Violation Of The California Labor Code Private Attorney's General Act (Cal. Labor Code § 2698-2699).

DEMAND FOR JURY TRIAL

1 Plaintiff ALBINO LUGO-RODRIGUEZ, as an individual, ELIZABETH
2 VILLANUEVA, as an individual, and on behalf of all similarly situated employees, complains
3 and alleges as follows:

4 **PRELIMINARY STATEMENT**

5 1. This case arises out of the massive layoffs implemented by MY WORLD
6 ENTERPRISES, INC. dba ALONDRA HOT WINGS ("AHS" or "Defendant"), a privately held
7 Restaurant Bar and Grill headquartered in Artesia, California, which was founded on or about
8 2003, and does business in the State of California as ALONDRA HOT WINGS. Plaintiffs and
9 proposed class members are employees who seek wages that Defendants have failed and/or
10 refused to pay following the abrupt layoff/termination of their employment.

11 2. This case also arises out of the violation of numerous California Labor Code
12 provisions, including but not limited to, Defendant's failure to provide meal periods, failure to
13 provide rest periods, failure to pay overtime wages, failure to keep accurate payroll records, and
14 failure to pay waiting time penalties as set forth more fully herein. These violations concern not
15 only current and past employees of AHS, but also those affected by the massive layoff.

16 3. Through this action, Plaintiffs and other similarly situated employees of
17 Defendant seek recovery of damages in the amount of sixty (60) days pay by reason of
18 Defendant's violation of Plaintiff's rights under the California WARN Act, Cal. Labor Code §
19 1400 et seq. (the "California WARN Act"). Plaintiffs were an employee of Defendant and were
20 terminated as part of, or as a result of, mass layoffs and/or closings ordered by Defendant.
21 Defendant violated federal law and state law by failing to give Plaintiffs and other similarly
22 situated employees of the Defendant sixty (60) days notice as required by State and Federal law.

23 4. Plaintiffs and other similarly situated employees also seek recovery of unpaid
24 wages, including but not limited to, overtime wages and waiting time penalties in the State of
25 California, as a result of Defendant's failure to provide meal and rest periods and failing to pay
26 employees all wages, including vacation time, overtime wages, and due and owing at the time
27 of their layoff and/or termination.

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1 JURISDICTION AND VENUE

2 5. Venue is proper in this Judicial district and the County of Los Angeles, because
3 the Defendant maintain their locations and transact business in this county, the obligations and
4 liability arise in this county, and work was performed by Plaintiffs and members of the
5 proposed class made the subject of this action in the County of Los Angeles, California.

6 6. The California Superior Court has jurisdiction in the matter because the individual
7 claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for
8 Federal Court and, upon information and belief, Plaintiffs and Defendant is residents of and/or
9 domiciled in the State of California. Further, there is no federal question at issue as the issues
10 herein is based solely on California Statutes and law including the California Labor Code,
11 Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and
12 Business and Professions Code.

13 THE PARTIES

14 **A The Plaintiffs**

15 7. Individual and Representative Plaintiff Albino Lugo-Rodriguez is an individual
16 residing in Long Beach, California in Los Angeles County.

17 8. Plaintiff was employed by the Defendant from approximately June 15, 2006,
18 through October 3, 2016, as a cook and chef lead, at times working at several of Defendant's
19 locations, throughout the County of Los Angeles.

20 9. Individual and Representative Plaintiff Elizabeth Villanueva is an individual
21 residing in Cudahy, California in Los Angeles County.

22 10. Plaintiff was employed by the Defendant from approximately August 12, 2013
23 through October 5, 2016, as a server, shift lead and lastly Shift Manager.

24 **B. The Defendant**

25 11. Plaintiffs are informed and believe, and based thereon allege, that MY WORLD
26 ENTERPRISES, INC. dba ALONDRA HOT WINGS is a California corporation organized
27 under the laws of the State of California and is and/or was the employer of the Plaintiffs and
28

1 Plaintiff Class during the Class Period. MY WORLD ENTERPRISES, INC. does business in
2 the State of California as ALONDRA HOT WINGS (“AHW”).

3 12. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
4 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through
5 10, inclusive, but on information and belief allege that said Defendants are legally responsible
6 for the occurrences herein alleged, and that the damages of Plaintiffs and the putative class
7 members herein alleged were proximately caused by such Defendants. Plaintiffs will amend
8 this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

9 13. Plaintiffs are informed and believe, and based thereon allege, that each
10 Defendant herein was, at all times relevant to this action, the agent, employee, representing
11 partner, and/or joint venture of the remaining Defendants and was acting within the course and
12 scope of the relationship. Plaintiffs are further informed and believe that each of the Defendants
13 herein gave consent to, ratified and authorized the acts alleged herein to the remaining
14 Defendants.

15 14. Plaintiffs are further informed and believe, and based thereon allege, that
16 Defendants herein acted as a “single employer” at all relevant times for the purposes of the
17 WARN Act. At all relevant times, Defendants manage commercial real estate sites across the
18 state of California that qualified for protection under the WARN Act. (Collectively the “Sites”)
19 Defendants acted in all respects pertinent to this action as the agent of the other Defendants,
20 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts
21 of each Defendant are legally attributable to the other Defendants.

22 **FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

23 15. On or about October 06, 2016, AHS announced that it had lost its contract with
24 a customer and that Plaintiffs and Plaintiff Class would no longer be employed by AHS. On
25 approximately October 2, 2016, AHS informed Plaintiffs and Plaintiff Class that they would be
26 closing certain restaurants for maintenance issues.

27 16. On or about October 6, 2016, Plaintiff Lugo-Rodriguez and Plaintiff Class
28 Members employed at the Long Beach location were informed that they were effectively laid

1 off on October 3, 2016.

2 17. Similarly, on or about October 5, 2016, Plaintiff Villanueva and Plaintiff Class
3 Members employed at the Pasadena location were informed that they were effectively laid off
4 on October 2, 2016.

5 18. Upon information and belief, on or about October 5 and 6, 2016, Defendant
6 implemented a mass layoff of when Defendant informed Plaintiffs and Plaintiff Class that they
7 would no longer be employed by Defendant.

8 **CALIFORNIA WARN ACT ALLEGATIONS**

9 19. Plaintiff Lugo-Rodriguez and others similarly situated were employed at
10 Defendant's Long Beach location, located in Long Beach, California until their employment
11 was ended in violation of Cal. Lab. Code § 1400, et seq., within thirty (30) days of October 3,
12 2016.

13 20. Plaintiff Lugo-Rodriguez and others similarly situated were employees of
14 Defendant, and Defendant was their employer, as those terms are defined under Cal. Lab. Code
15 § 1400.

16 21. Defendant operations were such that collectively it was considered a "covered
17 establishment(s)," as that term is defined under Cal. Lab. Code § 1400, because Defendant
18 employed seventy-five (75) or more persons in the twelve (12) months preceding October 6,
19 2016.

20 22. Plaintiff Lugo-Rodriguez and others similarly situated were subjected to a "mass
21 layoff," "relocation," or "termination," as those terms are defined under Cal. Lab. Code § 1400,
22 within thirty (30) days of October 3, 2016.

23 23. Defendant failed to provide Plaintiff Lugo-Rodriguez and those similarly
24 situated with the proper notice required by Cal. Lab. Code § 1401 prior to the mass layoff,
25 relocation, or termination.

26 24. Defendant failed to provide Lugo-Rodriguez and those similarly situated with
27 sixty (60) days wages and benefits as required by Cal. Lab. Code § 1402.

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1 25. Plaintiff Villanueva and others similarly situated were employed at Defendant's
2 Pasadena location, located in Pasadena California until their employment was ended in violation
3 of Cal. Lab. Code § 1400, et seq., within thirty (30) days of October 2, 2016.

4 26. Plaintiff Villanueva and others similarly situated were employees of Defendant,
5 and Defendant was their employer, as those terms are defined under Cal. Lab. Code § 1400.

6 27. Defendant operations were such that collectively it was considered a "covered
7 establishment(s)," as that term is defined under Cal. Lab. Code § 1400, because Defendant
8 employed seventy-five (75) or more persons in the twelve (12) months preceding October 6,
9 2016.

10 28. Plaintiff Villanueva and others similarly situated were subjected to a "mass
11 layoff," "relocation," or "termination," as those terms are defined under Cal. Lab. Code § 1400,
12 within thirty (30) days of October 2, 2016.

13 29. Defendant failed to provide Plaintiff Villanueva and those similarly situated with
14 the proper notice required by Cal. Lab. Code § 1401 prior to the mass layoff, relocation, or
15 termination.

16 30. Defendant failed to provide Villanueva and those similarly situated with sixty
17 (60) days wages and benefits as required by Cal. Lab. Code § 1402.

18 **GENERAL ALLEGATIONS**

19 31. California *Labor Code* § 1194 provides that notwithstanding any agreement to
20 work for a lesser wage, an employee receiving less than the legal overtime compensation is
21 entitled to recover in a civil action the unpaid balance of their overtime compensation, including
22 interest thereon, reasonable attorneys' fees, and costs of suit.

23 32. Further, *Business and Professions Code* § 17203 provides that any person who
24 engages in unfair competition may be enjoined in any court of competent jurisdiction. *Business*
25 *and Professions Code* § 17204 provides that any person who has suffered actual injury and has
26 lost money or property as a result of the unfair competition may bring an action in a court of
27 competent jurisdiction.

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1 33. During all, or a portion of the Class Period, Plaintiffs and each member of the
2 Plaintiff Class were employed by Defendant and each of them, in the State of California.
3 Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under
4 one (1) or more Industrial Welfare Commission (IWC) Wage Orders, and *Labor Code* § 510,
5 and/or other applicable wage orders, regulations and statutes, and each Class member was not
6 subject to an exemption for executive, administrative and professional employees, which
7 imposed obligations on the part of the Defendant to pay Plaintiffs and the Class members lawful
8 overtime compensations. Plaintiffs and the California Labor Code Violation Class members
9 were covered by one (1) or more Industrial Welfare Commission (IWC) Wage Orders, and
10 Labor Code § 226.7 and other applicable wage orders, regulations and statutes which imposed
11 an obligation on the part of the Defendant to pay Plaintiffs and the California Labor Code
12 Violation Class members rest and meal period compensation.

13 34. During the Class Period, Defendant was obligated to pay Plaintiffs and Plaintiff
14 Class members overtime compensation for all hours worked over eight (8) hours of work in one
15 (1) day or forty (40) hours in one (1) week.

16 35. During the Class Period, Defendant was obligated to provide Plaintiffs and
17 Plaintiff Class members with a work free meal and/or rest period.

18 36. Plaintiffs and each Plaintiff Class member primarily performed non-exempt
19 work in excess of the maximum regular rate hours set by the IWC in the applicable Wage
20 Orders, regulations or statutes, and therefore entitled the Plaintiffs and Plaintiff Class members
21 to overtime compensation at time and a half rate, and when applicable, double time rates as set
22 forth by the applicable Wage Orders, regulations and/or statutes.

23 37. Class members who ended their employment during the Class Period, but were
24 not paid the above due overtime compensation timely upon the termination of their employment
25 as required by Labor Code §§ 201, 202, 203, and are entitled to penalties as provided by
26 California Labor Code § 203.

27 38. During the Class Period, the Defendant and each of them, required the Plaintiffs
28 and Plaintiff Class members to work overtime without lawful compensation, in violation of the

1 various applicable Wage Orders, regulations and statutes, and the Defendant: (1) Willfully
2 failed and refused, and continue to fail and refuse to pay lawful overtime compensation to the
3 Plaintiff Class members; and (2) willfully failed and refused, and continue to fail and refuse to
4 pay due and owing wages promptly upon termination of employment to Plaintiffs and certain
5 Plaintiff Class members.

6 39. During the Class Period, the Defendant, and each of them failed and/or refused
7 to schedule Plaintiffs and Plaintiff Class in an overlapping manner so as to reasonably ensure
8 meal and/or rest breaks and/or shift relief for Plaintiffs and Plaintiff Class, thereby causing
9 members of the Plaintiff Class to work without being given paid ten (10) minute rest periods for
10 every four (4) hours or major fraction thereof worked and without being given a thirty (30)
11 minute meal period for shifts of at least five (5) hours and second thirty (30) minute meal
12 periods for shifts of at least ten (10) hours during which Plaintiff Class members were relieved
13 of all duties and free to leave the premises. Defendant further failed and/or refused to schedule
14 Plaintiffs and Plaintiff Class in an overlapping manner so as to reasonably ensure meal and/or
15 rest breaks were taken within the required statutory time frame as required by law.
16 Furthermore, Defendant failed and/or refused to pay any Plaintiff Class members one (1) hour's
17 pay at the employees' regular rate of pay as premium compensation for failure to provide rest
18 and/or meal periods or to providing such rest and/or meal periods within the statutory time
19 frame as a result of their scheduling policy.

20 **CLASS ALLEGATIONS**

21 40. Plaintiffs bring this action on behalf of themselves and all other similarly situated
22 persons, as a class action pursuant to California Civil Code of Procedure §382 on behalf of
23 themselves and all other similarly situated persons in the Class, which is composed of and
24 defined as follows: All of Defendant's "non-exempt hourly positions including but not limited to
25 head chefs, cooks, servers, shift leaders, managers and related positions employed by Defendant
26 on or after four (4) years prior to the commencement of this action who were subject to a mass
27 layoff without sixty (60) days notice, not paid the legally requisite overtime rate and/or double-
28 time rate for all hours worked in excess of eight (8) hours per workday and/or forty (40) hours

1 per workweek, were not paid for all hours worked, were required to work off the clock, were
2 denied meal and/or rest periods due to Defendant' failure to provide shift relief, thereby
3 depriving Plaintiffs and Plaintiff Class of the requisite rest and/or meal periods altogether or in
4 the statutorily required time frame, and payments under Labor Code § 226.7 and to whom
5 Defendant failed to pay wages of terminated or resigned employees under Labor Code §§ 201,
6 202, 203.

- 7 a. All persons who are employed or have been employed by Defendant in the
8 State of California who, were subjected to a “mass layoff,” “relocation” or
9 “termination,” as those terms are defined under Cal. Lab. Code §1400 within
10 thirty (30) days of October 6, 2016;
- 11 b. All persons who are employed or have been employed by Defendant in the
12 State of California who, for the four (4) years prior to the filing of this class
13 action to the present have worked as non-exempt employees and have not
14 been provided a meal period for every five (5) hours or major fraction thereof
15 worked per day, and were not provided one (1) hour's pay for each day on
16 which such meal period was not provided;
- 17 c. All persons who are employed or have been employed by Defendant in the
18 State of California who, for the four (4) years prior to the filing of this class
19 action to the present have worked as non-exempt employees and have not
20 been provided a rest period for every four (4) hours or major fraction thereof
21 worked per day, and were not provided compensation of one (1) hour's pay
22 for each day on which such rest period was not provided;
- 23 d. All persons who were employed by Defendant in the State of California who,
24 for the three (3) years prior to the filing of this class action to the present
25 have worked as non-exempt employees and have been terminated or
26 resigned, and have not been paid wages pursuant to Labor Code, section 203
27 and are owed restitution for waiting time penalties for unpaid wages;

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- 1 e. All persons who are employed or have been employed by Defendant in the
2 State of California who, for the four (4) years prior to the filing of this class
3 action to the present have worked as non-exempt employees and were not
4 paid all wages owed, including but not limited to overtime;
- 5 f. All persons who are employed or have been employed by Defendant in the
6 State of California who, one (1) year prior to the filing of this class action to
7 the present have worked as non-exempt employees and were not provided an
8 accurate payroll record as required under Labor Code 226(a), (e) and Labor
9 Code Section §1174.
- 10 g. All persons who are employed or have been employed by Defendant in the
11 State of California who, for the four (4) years prior to the filing of this class
12 action to the present have worked as non-exempt employees who have been
13 subjected to unlawful and unfair business practices within the meaning of
14 Unfair Competition Law and who suffered injury, including lost money, as a
15 result of Defendant's unlawful and unfair business practices.
- 16 h. All persons who are employed or have been employed by Defendant in the
17 State of California who, for the four (4) years prior to the filing of this class
18 action to the present have worked as non-exempt employees and who are
19 entitled to recover from Defendant unpaid wages, overtime compensation,
20 rest and meal period compensation and penalties, waiting period wages and
21 penalties, attorneys' fees and costs under Labor Code §§ 2698-2699.

22 41. Plaintiffs reserve the right under Rule 1855(b), California Rules of Court, to
23 amend or modify the Class description with greater specificity or further division into
24 subclasses or limitation to particular issues.

25 42. This action has been brought and may be maintained as a class action pursuant to
26 Code of Civil Procedure § 382 because there is a well-defined common interest of many
27 persons and it is impractical to bring them all before the court.

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1 43. This Court should permit this action to be maintained as a class action pursuant
2 to California Code of Civil Procedure § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The Class is so numerous that it is impractical to bring all members of the
8 Class before the Court;
- 9 (d) Plaintiffs and the other members of the Class will not be able to
10 obtain effective and economic legal redress unless the action is
11 maintained as a class action;
- 12 (e) Plaintiffs and the other members of the Class will not be able to obtain
13 effective and economic legal redress unless the action is maintained as a
14 class action;
- 15 (f) There is a community of interest in obtaining appropriate legal and
16 equitable relief for the common law and statutory violations and other
17 improprieties, and in obtaining adequate compensation for the damages
18 and injuries which Defendant' actions have inflicted upon the Class;
- 19 (g) There is a community of interest in ensuring that the combined assets and
20 available insurance of the Defendant is sufficient to adequately
21 compensate members of the Class for the injuries sustained;
- 22 (h) Without class certification, the prosecution of separate actions by
23 individual members of the Class would create a risk of:
- 24 (1) Inconsistent or varying adjudications with respect to individual
25 members of the Class which would establish incompatible
26 standard of conduct for the Defendant; and/or
- 27 (2) Adjudications with respect to the individual members which
28 would, as a practical matter, be dispositive of the interests of other

1 members not parties to the adjudications, or would substantially
2 impair or impede their ability to protect their interests, including
3 but not limited to the potential for exhausting the funds available
4 from those parties who is, or may be, responsible Defendant; and

- 5 (i) Defendant has acted or refused to act on grounds generally applicable
6 to the Class, thereby making final injunctive relief appropriate with
7 respect to the Class as a whole.

8 **FIRST CLAIM FOR RELIEF**

9 **Violation of California WARN Act-Cal. Lab. Code §1400 et. seq.**

10 **(Plaintiffs against all Defendants)**

11 44. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
12 allegations in the preceding paragraphs.

13 45. In the twelve (12) months proceeding October 6, 2016, Defendant operated at
14 least one (1) site in California in which it employed seventy-five (75) or more persons.

15 46. Defendant's actions, as described above and as they occurred at Defendant's
16 qualifying site in California constituted a "mass layoff," "relocation," or "termination," without
17 proper notice, in violations of the California WARN Act, Cal. Lab. Code § 1400 et seq.

18 47. Defendant is therefore liable to Plaintiff Lugo-Rodriguez and the California
19 WARN class for back pay and benefits for sixty (60) days, as outlined in Cal. Lab. Code §
20 1402, as well as attorneys' fees under Cal. Lab. Code § 1404.

21 **SECOND CLAIM FOR RELIEF**

22 **Failure to Provide Meal Periods – Cal. Labor Code §§ 226.7 and 512**

23 **(Plaintiffs against all Defendants)**

24 48. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
25 allegations in the preceding paragraphs.

26 49. Labor Code §§ 226.7 and 512, provide that no employer shall employ any person
27 for a work period of more than five (5) hours without providing a meal period of not less than
28 thirty (30) minutes or employ any person for a work period of more than ten (10) hours without

1 a second meal period of not less than thirty (30) minutes.

2 50. Labor Code §§ 226.7 provides that if an employer fails to provide an employee a
3 meal period in accordance with this section, the employer shall pay the employee one (1) hour
4 of pay at the employee's regular rate of compensation for each workday that the meal period is
5 not provided in accordance with this section.

6 51. Defendant failed to schedule Plaintiffs and similarly situated persons in an
7 overlapping manner so as to reasonably ensure Plaintiff and the Plaintiff Class could take and/or
8 receive such meal periods within the statutory timeframe. As a result, Plaintiff and Plaintiff
9 Class members were often forced to forego a meal period and/or work during their meal period.
10 In so doing, Defendant has intentionally and improperly denied meal periods to the Plaintiffs
11 and Plaintiff Class in violation of Labor Code §§226.7 and 512 and other regulations and
12 statutes.

13 52. At all times relevant hereto, Plaintiffs and Plaintiff Class members have worked
14 more than five (5) hours in a workday.

15 53. At varying times relevant hereto, Plaintiff and Plaintiff Class members at times
16 have worked more than ten (10) hours in a workday.

17 54. At all times relevant hereto, the Defendant, and each of them, failed to schedule
18 Plaintiffs and similarly situated persons in a manner so as to reasonably provide meal and/or
19 work free meal period as required by Labor Code §§ 226.7 and 512.

20 55. By virtue of the Defendant's failure to schedule Plaintiffs and Plaintiff Class
21 members in such a way as to provide a meal period, and/or work free meal period to the
22 Plaintiffs and Plaintiff Class thereby causing Plaintiffs and Plaintiff Class to suffer, and will
23 continue to suffer, damages in the amounts which are presently unknown, but will be
24 ascertained according to proof at trial.

25 56. Plaintiffs individually, and on behalf of the Plaintiff Class, requests recovery of
26 meal period compensation pursuant to Labor Code §226.7 which they are owed beginning four
27 (4) years prior to filing this complaint as well as the assessment of any statutory penalties
28 against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other

1 statutes.

2 **THIRD CLAIM FOR RELIEF**

3 **Failure to Provide Rest Periods – Cal. Labor Code §§ 226.7 and 512**

4 **(Plaintiffs against all Defendants)**

5 57. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
6 allegations in the preceding paragraphs.

7 58. Labor Code §226.7 provides that employers authorize and permit all employees
8 to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

9 59. Labor Code §226.7(b) provides that if an employer fails to provide employee rest
10 periods in accordance with this section, the employer shall pay the employee one (1) hour of
11 pay at the employees' regular rate of compensation for each workday that the rest period is not
12 provided.

13 60. Defendant failed and or refused to implement a relief system by which Plaintiffs
14 and Plaintiff Class members could receive rest breaks and/or work free rest breaks.
15 Furthermore, due to Defendant's relief system, Plaintiffs and Plaintiff Class members did not
16 receive their rest breaks within the required statutory time frame. By and through their actions,
17 Defendant intentionally and improperly denied rest periods to the Plaintiffs and Plaintiff Class
18 in violation of Labor Code §§226.7 and 512.

19 61. At all times relevant hereto, the Plaintiffs and Plaintiff Class, have worked more
20 than four (4) hours in a workday.

21 62. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs
22 and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiffs and Plaintiff
23 Class have suffered, and will continue to suffer, damages, in amounts which are presently
24 unknown, but will be ascertained according to proof at trial.

25 63. Plaintiffs, individually, and on behalf of employees similarly situated, request
26 recovery of rest period compensation pursuant to Labor Code §226.7, which they are owed
27 beginning four (4) years prior to filing this complaint as well as the assessment of any statutory
28

1 penalties against the Defendant, in a sum as provided by the Labor Code and/or any other
2 statute.

3 **FOURTH CLAIM FOR RELIEF**

4 **Failure to Pay All Wages Including Minimum Wage and Overtime Wages**

5 **Cal. Labor Code § 1194**

6 **(Plaintiffs against all Defendants)**

7 64. Plaintiffs allege and incorporate by reference the allegations in the preceding
8 paragraphs.

9 65. Defendant failed to pay Plaintiffs, and Plaintiff Class members for both
10 minimum wages and overtime premium for hours worked in excess of over eight (8) hours per
11 day and forty (40) hours per week for work performed for the Defendant as a result of being
12 Defendant's policy not to compensate Plaintiff and Plaintiff Class Members for the time spent
13 driving home after Plaintiff and Plaintiff Class completed their last service call of the work day.
14 As such Plaintiff and Plaintiff Class seek overtime in an amount according to proof. Pursuant to
15 Labor Code § 1194, the Class members seek the payment of all wages owed, including
16 minimum wage and overtime compensation which they earned and accrued four (4) years prior
17 to filing this complaint, according to proof.

18 66. Additionally, Plaintiffs and Plaintiff Class members are entitled to attorneys'
19 fees, costs, pursuant to California Labor Code § 1194 and prejudgment interest.

20 **FIFTH CLAIM FOR RELIEF**

21 **Failure to Keep Accurate Payroll Records – Cal. Labor Code § 1174, §226(a), (e)**

22 **(Plaintiffs against all Defendants)**

23 67. Plaintiffs allege and incorporate by reference the allegations in the preceding
24 paragraphs.

25 68. Labor Code §1174(d), requires an employer to keep at a central location in
26 California or at the plant or establishment at which the employees are employed, payroll records
27 showing the hours worked daily, and the wages paid to each employee. Plaintiffs are informed
28 and believe that Defendant willfully failed to make or keep accurate records for Plaintiffs and

1 Class members.

2 69. California Labor Code section 226(a) requires employers to furnish each
3 employees with a statement that accurately reflects the total number of hours worked and
4 applicable hourly overtime rates in effect during the pay period at the time of each payment of
5 wages or semi-monthly. Labor Code section 226(e) provides that if an employer knowingly and
6 intentionally fails to provide a statement itemizing, *inter alia*, the total hours worked by the
7 employee and the applicable hourly overtime rates, causing the employee injury, then the
8 employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for
9 each subsequent violation, up to four thousand dollars (\$4,000.00).

10 70. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall
11 keep accurate information with respect to each employee, including time records showing when
12 each employee begins and ends each work period, the total daily hours worked by each
13 employee and the total hours worked in each payroll period, and applicable rates of pay.
14 Plaintiffs are informed and believe that Defendant willfully and intentionally failed to make
15 and/or keep records which accurately reflect the hours worked by Plaintiffs and Class members.
16 Specifically, Plaintiffs believe that Defendant's records do not accurately reflect where
17 Plaintiffs and Plaintiff Class members worked during their meal and/or rest breaks due to
18 Defendant's failure to schedule Plaintiffs and Plaintiff Class members in an overlapping manner
19 so as to provide them with a meal and/or rest break.

20 71. Plaintiffs are informed and believe that Defendant's failure to keep accurate
21 payroll records, as described above, violated Labor Code § 1174(d) and the applicable wage
22 order. Plaintiffs and the Class members are entitled to penalties of one hundred dollars
23 (\$100.00) for the initial violation and two hundred dollars (\$200.00) for each subsequent
24 violation for every pay period during which these records and information were not kept by
25 Defendant.

26 72. Plaintiffs are informed and believe that Defendant's failure to keep and maintain
27 accurate records and information, as described above, was willful, and Plaintiffs and the
28 Plaintiff Class are entitled to a statutory penalty of five hundred dollars (\$500.00) for Plaintiff

1 and each Class member pursuant to Labor Code § 1174.5.

2 73. Defendant knowingly and intentionally failed to furnish and continues to
3 knowingly and intentionally fail to furnish each Plaintiff and Class Member with timely,
4 itemized statements that accurately reflect the total number of hours worked, as required by
5 Labor Code section 226(2), and Plaintiffs and Class Members suffered injury as a result.
6 Consequently, Defendant is liable to Plaintiffs and Class Members for the amounts provided by
7 Labor Code section 226(e).

8 74. Defendant knowingly and intentionally failed to furnish and continue to
9 knowingly and intentionally fail to furnish Plaintiffs and Class Members with timely, itemized
10 statements listing applicable hourly overtime rates in effect during the pay period as required by
11 Labor Code section 226(a) and Plaintiffs and each Class Members suffered injury as a result.
12 Consequently, Defendant is liable to Plaintiffs and Class Members for the amounts provided by
13 Labor Code section 226(e).

14 75. Plaintiff Lugo-Rodriguez and Plaintiff Villanueva have complied with the
15 reporting requirements under Labor Code §2698-2699 of the Labor Code Private Attorney's
16 General Act, individually and on behalf of all aggrieved employees. Plaintiffs and Plaintiff
17 Class members request and are entitled to recover from Defendant's penalties for failure to keep
18 accurate payroll records, interest, attorney's fees and costs pursuant to Labor Code §1174, as
19 well as all statutory penalties and attorneys' fees against Defendant.

20 **SIXTH CLAIM FOR RELIEF**

21 **Failure to Reimburse for Necessary Expenditures—Cal. Labor Code § 2802**

22 **(Plaintiffs against all Defendants)**

23 76. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
24 allegations in the preceding paragraphs.

25 77. California Labor Code §2802, states "An employer shall indemnify his or her
26 employee for all necessary expenditures or losses incurred by the employee in direct
27 consequence of the discharge of his or her duties...."

28 ///

1 78. Plaintiffs and the Plaintiff Class were not reimbursed by Defendant for necessary
2 expenditures as a direct consequence of the discharge of their duties.

3 79. Defendant knowingly, willingly and intentionally attempted to offset the cost of
4 doing business on the Plaintiffs and Plaintiff Class.

5 80. Defendant had a corporate practice and policy of requiring Plaintiffs and Plaintiff
6 Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse
7 Plaintiffs and Plaintiff Class for necessary business expenditures, specifically the purchase of
8 uniform shirts and non-slip shoes.

9 81. Accordingly, Plaintiffs and Plaintiff Class are entitled to an award of "necessary
10 expenditures or losses" in accordance with Cal. Labor Code § 2802, which shall also include all
11 reasonable costs, including, but not limited to, attorneys' fees and interest.

12 **SEVENTH CLAIM FOR RELIEF**

13 **Failure to Pay Wages Of Terminated Or Resigned Employees**

14 **Cal. Labor Code §§ 201, 202, 203**

15 **(Plaintiffs against all Defendants)**

16 67. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
17 allegations in the preceding paragraphs.

18 68. Plaintiffs and/or the members of the Plaintiff Class, who ended their
19 employment with the Defendant during the Class Period, were entitled to be promptly paid
20 lawful overtime compensation and other premiums, as required by Cal. Labor Code §§ 201,
21 202, 203. Defendant refused and/or failed to promptly compensate Plaintiff and Plaintiff Class
22 wages owed as a result of their failure to provide meal and/or rest periods as well as pay
23 overtime compensation. Pursuant to Cal. Labor Code § 203, such Plaintiff and Plaintiff Class
24 members seek the payment of penalties pursuant to Cal. Labor Code § 203, according to proof.

25 69. Accordingly, Plaintiffs and Plaintiff Class members are entitled to attorneys'
26 fees, and costs, pursuant to Cal. Labor Code § 203 and prejudgment interest.

27 ///

28 ///

1 **EIGHTH CLAIM FOR RELIEF**

2 **Unfair Practices Under California Unfair Competition Act**

3 **(Plaintiffs against all Defendants)**

4 70. Plaintiffs re-allege and incorporate by reference the allegations in the preceding
5 paragraphs.

6 71. Section 17200 of the California Business and Professions Code-California's
7 Unfair Competition law, prohibits unfair competition by prohibiting, *inter alia*, any unlawful or
8 unfair business acts or practices. The foregoing conduct by Defendant, as alleged, constitutes
9 unlawful business practices in violation of section 17200, *et seq.*

10 72. Pursuant to Bus. & Prof. Code § 17200 *et seq.*, Plaintiffs and Plaintiff Class
11 members are entitled to restitution of the severance pay and other unpaid wages and premiums
12 alleged herein that Defendant has improperly withheld, a permanent injunction requiring
13 Defendant to pay severance pay to all workers as defined herein, an award of attorneys' fees
14 pursuant to Code of Civ. Proc. § 1021.5 and other applicable law, and costs.

15 **NINTH CLAIM FOR RELIEF**

16 **(Violation of the California Labor Code Private Attorney's General Act**

17 **Cal. Labor Code § 2698, 2699)**

18 **(Plaintiffs against all Defendants)**

19 73. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the
20 allegations in the preceding paragraphs.

21 74. Cal. Labor Code §2698, 2699, the Labor Code Private Attorney's General Act of
22 2004 provides for a civil penalty to be assessed and collected by the Labor and Workforce
23 Development Agency, or any of its departments, divisions, commissions, boards agencies or
24 employees for a violation of the Cal. Labor Code, may be recovered through a civil action by an
25 aggrieved employee on behalf of himself or herself, and collectively on behalf of all other
26 current or former employees.

27 75. Whenever the Labor and Workforce Development Agency, or any of its
28 departments, divisions, commissions, boards agencies or employees have discretion to assess a

1 civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the
2 same limitations and conditions to assess a civil penalty.

3 76. Plaintiffs, and all non-exempt employees of Defendant's are "aggrieved
4 employees" as defined by Labor Code §2699 in that they are all current or former employees of
5 Defendant's and one (1) or more of the alleged violations was committed against them.

6 77. Prior to filing this First Amended Complaint, Plaintiffs gave written notice by
7 certified mail to the Labor and Workforce Development Agency and to My World Enterprises,
8 Inc. of the specific provisions of this code alleged to have been violated, including the facts and
9 theories to support the alleged violations as required by Labor Code §2699.3. See Attached as
10 Exhibit "A," a true and correct copy of Plaintiff Lugo-Rodriguez' letter dated October 14, 2016,
11 and Exhibit "B," a true and correct copy of Plaintiff Villanueva's letter dated October 19, 2016.

12 78. Pursuant to Labor Code §2699.3, notwithstanding any other provision of law,
13 Plaintiffs may as a matter of right amend the existing complaint to add a cause of action under
14 Labor Code §2699 at any time within sixty (60) days of notification by the Labor and
15 Workforce Development Agency that it did not intend to investigate the alleged violations
16 contained in Plaintiff's Labor Code §2699 notice.

17 79. Plaintiffs have not received notice from the Labor and Workforce Development
18 Agency ("LWDA") however, Plaintiffs reserves their right to amend this complaint as a matter
19 of right to add a cause of action for violation of Labor Code §2699 once Plaintiffs receive notice
20 from the LWDA that it does not intend to investigate the alleged violations contained in
21 Plaintiff's Labor Code §2699.

22 80. Pursuant to Labor Code §2699 Plaintiffs, individually and on behalf of all
23 aggrieved employees, request and are entitled to recover from Defendant; unpaid wages,
24 overtime compensation, rest and meal period compensation and penalties, waiting period wages
25 and penalties according to proof, penalties for failure to keep accurate payroll records, interest,
26 attorney's fees and costs pursuant to Labor Code §§218.5 and 1194(a), and Labor Code §1174,
27 as well as all statutory penalties and attorneys fees against Defendant's, and each of them,
28 including but not limited to:

1 (a.) Penalties under Labor Code §2699 in the amount of one hundred dollars (\$100)
2 for each aggrieved employee per pay period for each initial violation, and two hundred dollars
3 (\$200) for each aggrieved employee per pay period for each subsequent violation;

4 (b.) Penalties under Code of Regulations Title 8 §11070 in the amount of fifty dollars
5 (\$50) for each aggrieved employee per pay period for the initial violation, and two hundred
6 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

7 (c.) Penalties under Labor Code §210 in addition to and entirely independent and
8 apart from, any other penalty provided in the Labor Code in the amount of one hundred dollars
9 (\$100) for each aggrieved employee per pay period for each initial violation, and two hundred
10 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation, plus
11 twenty-five percent (25%) of the wage wrongly withheld;

12 (d.) Any and all additional penalties and sums as provided by the Cal. Labor Code
13 and/or other statutes.

14 81. In addition, Plaintiffs seek and are entitled to fifty percent (50%) of all penalties
15 obtained under Labor Code §2699 to be allocated to the General Fund, and twenty-five percent
16 (25%) of all penalties obtained to be allocated to the Labor and Workforce Development
17 Agency, for education of employers and employees about their rights and responsibilities under
18 the Labor Code and twenty-five percent (25%) to all aggrieved employees.

19 82. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and
20 costs pursuant to Labor Code §2699, 218.5, 1174, 1194, 210 and 212 and any other applicable
21 statute.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs on behalf of themselves and all members of the proposed class, pray
24 for relief as follows:

25 A. That Defendant is found to have violated the provisions of the
26 California WARN Act as to Plaintiff and the class;

27 B. That Defendant is found to have violated Labor Code section 203 of the
28 California Labor Code for willful failure to pay all compensation owed at

1 the time of separation to Plaintiffs and the class;

2 C. An award to Plaintiffs and the class for the amount of all unpaid wages
3 and compensation owed, including interest thereon, and penalties subject
4 to proof at trial;

5 D. That Defendant be ordered and enjoined to pay restitution to
6 Plaintiffs and the 17200 class due to Defendant's unlawful activities,
7 pursuant to California Business and Professions Code § 17200;

8 E. That Defendant further be enjoined to cease and desist from
9 unlawful activities in violation of California Business and Professions
10 Code § 17200;

11 F. An award of reasonable attorneys' fees and costs pursuant to Code of
12 Civil
13 Procedure § 1021.5, Cal. Lab. Code § 1404;

14 G. For leave to amend this complaint to add additional state law
15 claims, should it be necessary;

16 H. For interest on any compensatory damages; and

17 I. For statutory penalties and attorneys' fees.

18 J. For meal period compensation; and

19 K. For rest period compensation; and

20 L. Restitution; and

21 M. For such other further relief, in law or equity, as this Court may
22 deem appropriate and just.

23 Dated: October 19, 2016

MAHONEY LAW GROUP, APC

24
25 By: 

Kevin Mahoney.

26 Attorney for Plaintiffs Albino Lugo-
27 Rodriguez and Elizabeth Villanueva, as
28 individuals and on behalf of all employees
similarly situated

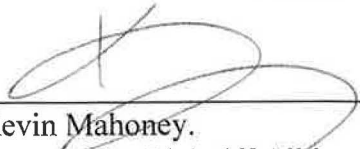
1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs ALBINO LUGO-RODRIGUEZ and ELIZABETH VILLANUEVA hereby
3 demand a jury trial on all issues so triable.
4

5 Dated: October 19, 2016

MAHONEY LAW GROUP, APC

7 By:

6 
8 _____

9 Kevin Mahoney.
10 Attorney for Plaintiff Albino Lugo-
11 Rodriguez and Elizabeth Villanueva, as
12 individuals and on behalf of all employees
13 similarly situated
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EXHIBIT A



Kevin Mahoney
(562) 590-5550 phone
(562) 590-8400 facsimile
kmahoney@mahoney-law.net

Via Electronic Filing

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/116>

Via Certified Mail # 7015 3010 0001 8770 2444

Return Receipt Requested

My World Enterprises, Inc

8822 Artesia Boulevard, Suite A

Bellflower, CA 90706

Re: **Albino Lugo-Martinez v My World Enterprises, Inc. dba Alondra Hot Wings**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2699 et. seq.**

To: California Labor and Workforce Development Agency, My World Enterprises

From: Albino Lugo-Martinez (hereinafter "Lugo-Martinez"), on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Lugo-Martinez and all other aggrieved employees who intend to file a complaint alleging various Labor Code violations.

Theories of Labor Code Violations and Remedies

Lugo-Martinez alleges that PM Realty Group, LP ("Defendant") violated various sections of the Labor Code, including §§203, 226, 226(a), (e) 1194, and 1197 by failing to provide Lugo-Martinez and all other aggrieved employees all wages for all hours worked.

Lugo-Martinez as well as his co-workers were regularly not compensated for all minimum

wages as well as overtime for all hours worked, as a result of not being paid for all hours worked, which is in violation of Labor Code §§ 510, 1194, 1197 and is actionable under Labor Code §2699.5.

Lugo-Martinez will also allege that Defendant regularly required Lugo-Martinez and his co-workers to work before and beyond their recorded time (“off the clock”) to complete their job duties and tasks. Consequently, Defendant regularly and knowingly failed to compensate Lugo-Martinez and his co-workers for all hours worked.

Lugo-Martinez will further allege that Defendant violated Labor Code §1198, by employing Lugo-Martinez and all other aggrieved employees for longer than the hours set by the IWC Wage Orders. Lugo-Martinez will also allege that Defendant violated Labor Code §§201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages of all such former employees.

Lugo-Martinez will further allege in his complaint that he and co-workers were regularly interrupted during and/or forced to forego their meal and rest periods. Defendant failed to provide compliant meal and rest periods and/or payments for said missed meal/rest periods. Further, the complaint will allege that Defendant’s pay stubs are not compliant with Labor Code §226 and is therefore actionable under Labor Code §2699.5

Lugo-Martinez will allege that as a result of Defendants’ violations of Labor Code §226.7, Lugo-Martinez as well as all other aggrieved employees are entitled to damages equal to one (1) hour of wages per missed meal and rest period.

While employed with Defendant, Defendant failed to keep accurate payroll records, wherein Lugo-Martinez and his co-workers were denied all wages owed and also entitling them to penalties, all pursuant to Labor Code §§226(a), (e) and 1174, and are actionable under Labor Code §2699.5.

Accordingly, Lugo-Martinez will allege in his complaint that Defendant violated Labor Code §204, since Lugo-Martinez and his co-workers did not receive all their wages in a timely fashion as a result of Defendant’s policies.

Lugo-Martinez is bringing this lawsuit on behalf of himself and a putative class of employees, as well as all other aggrieved employees who were employed by Defendant.

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LWDA
October 14, 2016
Page 3 of 3

Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kevin Mahoney', with a large, sweeping flourish extending to the right.

Kevin Mahoney, Esq.
MAHONEY LAW GROUP, APC

KM/as

EXHIBIT B



Na'Shaun Neal
(562) 590-5550 phone
(562) 590-8400 facsimile
nneal@mahoney-law.net

Via Electronic Filing

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/116>

Via Certified Mail # 7015 3010 0001 8770 2413

Return Receipt Requested

My World Enterprises, Inc

8822 Artesia Boulevard, Suite A

Bellflower, CA 90706

Re: **Elizabeth Villanueva v My World Enterprises, Inc. dba Alondra Hot Wings**

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2699 et. seq.**

To: California Labor and Workforce Development Agency, My World Enterprises

From: Elizabeth Villanueva (hereinafter "Villanueva"), on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Villanueva and all other aggrieved employees who intend to file a complaint alleging various Labor Code violations.

Theories of Labor Code Violations and Remedies

Villanueva alleges that My World Enterprises, Inc. doing business as Alondra Hot Wings ("Defendant") violated various sections of the Labor Code, including §§203, 226, 226(a), (e) 1194, and 1197 by failing to provide Villanueva and all other aggrieved employees all wages for all hours worked.

Villanueva as well as his co-workers were regularly not compensated for all minimum

LWDA

October 19, 2016

Page 2 of 3

wages as well as overtime for all hours worked, as a result of not being paid for all hours worked, which is in violation of Labor Code §§ 510, 1194, 1197 and is actionable under Labor Code §2699.5.

Villanueva will also allege that Defendant regularly required Villanueva and her co-workers to work before and beyond their recorded time ("off the clock") to complete their job duties and tasks. Villanueva will also allege that Defendant made wage deductions from gratuities or used gratuities as direct or indirect credit against her wages. Consequently, Defendant regularly and knowingly failed to compensate Villanueva and her co-workers for all hours worked.

Villanueva will further allege that Defendant violated Labor Code §1198, by employing Villanueva and all other aggrieved employees for longer than the hours set by the IWC Wage Orders. Villanueva will also allege that Defendant violated Labor Code §§201 and 202, et seq., due to its uniform policy, practice and procedure of willfully failing to pay the earned and unpaid wages of all such former employees.

Villanueva will further allege in her complaint that he and co-workers were regularly interrupted during and/or forced to forego their meal and rest periods. Defendant failed to provide compliant meal and rest periods and/or payments for said missed meal/rest periods. Further, the complaint will allege that Defendant's pay stubs are not compliant with Labor Code §226 and is therefore actionable under Labor Code §2699.5

Villanueva will allege that as a result of Defendants' violations of Labor Code §226.7, Villanueva as well as all other aggrieved employees are entitled to damages equal to one (1) hour of wages per missed meal and rest period.

While employed with Defendant, Defendant failed to keep accurate payroll records, wherein Villanueva and her co-workers were denied all wages owed and also entitling them to penalties, all pursuant to Labor Code §§226(a), (e) and 1174, and are actionable under Labor Code §2699.5.

Accordingly, Villanueva will allege in her complaint that Defendant violated Labor Code §204, since Villanueva and her co-workers did not receive all their wages in a timely fashion as a result of Defendant's policies.

Villanueva is bringing this lawsuit on behalf of herself and a putative class of employees, as well as all other aggrieved employees who were employed by Defendant.

CONTINUED ON THE NEXT PAGE

LWDA
October 19, 2016
Page 3 of 3

Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Na'Shaun L. Neal', with a long horizontal flourish extending to the right.

Na'Shaun L. Neal, Esq.
MAHONEY LAW GROUP, APC

NN/as