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Labor & Employment Briefing

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Anderson, McPharlin & Conners LLP
Employment Practices Group

Eric A. Schneider, Esq.
Managing Partner/Co-Chair
213.236.1643
eas@amclaw.com

Brian S. Mizell, Esq.
Senior Partner
909.477.4500
bsm@amclaw.com

Glen H. Mertens, Esq.
Senior Counsel/Co-Chair
213.236.1696
ghm@amclaw.com

Colleen A. Déziel, Esq.
Senior Associate
213.236.1635
cad@amclaw.com

Kristin M. Kubec, Esq.
Senior Associate
213.236.1612
kmk@amclaw.com

Vanessa S. Davila, Esq.
Senior Associate
909.477.4500
vsd@amclaw.com

Kathryn T. McGuigan, Esq.
Associate
213.236.1627
km@amclaw.com

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Supreme Court Broadens Retaliation Claims

By Colleen Déziel

Employers must be very careful when making the decision of whether to transfer or reassign an employee who has brought a claim of harassment or discrimination, because such actions alone can be seen as retaliatory. The U.S. Supreme Court in this matter has held that an employer may be liable for:

(1) retaliatory discrimination under Title VII for any "materially adverse change in the terms of employment" (including a temporary suspension rescinded by the employer with full back pay or an inconvenient reassignment); and

(2) for any adverse treatment that was "reasonably likely to deter" the plaintiff from engaging in protected activity.

The Supreme Court has specifically rejected the "ultimate employment decision" test.

In this case plaintiff White sued her employer, Burlington Northern & Santa Fe Railroad, for sexual harassment under Title VII. White was hired to be a fork lift operator for Burlington. After some time operating the fork lift, White complained to company officials about being sexually harassed by her foreman. Shortly after she complained, White was told that other Burlington employees were resentful of her because she was a junior employee and operating the forklift, since that was considered an easier and cleaner job reserved for senior employees. White was then transferred to a standard track laborer position.

While working as a track laborer, White had a conflict with some other employees regarding transportation to a site. White was suspended with no pay. This suspension came seven days after White filed her second sex discrimination claim. Burlington investigated the suspension, found that White was not "insubordinate," and ultimately reinstated with full back pay. White persisted with her sexual harassment claims, and after trial, a jury awarded White compensatory damages and attorneys fees. Burlington then moved for a judgment as a matter of law, which the trial court denied.

The United States Sixth Circuit Court of Appeals affirmed this decision as did the Supreme Court. The Supreme Court rejected Burlington's argument that the Court should adopt the "ultimate employment decision" doctrine, which provides that certain short-lived changes to one's job are not discriminatory under Title VII if the changes could have been caused by a variety of factors. In rejecting the doctrine, the Supreme Court held that Title VII can be applied to adverse employment actions less serious than termination. The Court found that White's temporary suspension, lack of pay for a month, and her job change were sufficiently adverse to be a violation of Title VII.
Burlington Northern & Santa Fe Ry. v. White (2006) 126 S. Ct. 2405

Knowing and Voluntary Release

Under the Older Workers Protection Act, employees may not waive rights or claims arising under the Federal Age Discrimination in Employment Act ("ADEA") unless the waiver is voluntary and knowing. In connection with a severance package, International Business Machines Corporation had various laid off employees sign a release agreement that stated that the employees were waiving their right to file "claims arising from the [ADEA]." The last sentence of the waiver also said that "[t]his release does not preclude filing a charge with the U.S. Equal Opportunity Commission."

Numerous former employees filed a lawsuit alleging a violation of the ADEA. They alleged that the last sentence of the waiver gave them the impression that they could still obtain

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Looking Good at Work – Grooming Standards Upheld

By Kristin M. Kubec

In *Jespersen v. Harrah's Operating Company*, the Ninth Circuit Court of Appeals threw out a female bartender's Title VII sex discrimination claim regarding her termination for refusing to wear makeup. The Court also upheld the gender-specific appearance standard that Harrah's Casino adopted for certain employees. However, the Court also indicated that an appearance standard that treats women differently from men *could potentially* give rise to a claim against employers for sex discrimination based on unlawful gender stereotyping.

Harrah's Casino adopted a personal appearance and grooming policy that required female bartenders to wear makeup, stockings and colored nail polish and to wear their hair down and "teased, curled or styled every day you work." The grooming code was specific about the "cocktail" of cosmetics that female bartenders had to put on – face powder, blush, mascara and lip color at all times. Male servers, on the other hand, were required to keep their hair short and were not allowed to wear makeup or nail polish.

Gender-Specific Grooming Code is not Unlawful Discrimination

Harrah's fired Jespersen, who had worked for the Casino as a bartender for more than twenty years, because she refused to wear makeup. Jespersen filed a lawsuit alleging that the Casino's grooming policy amounted to gender discrimination in violation of Title VII.

The Court held that Harrah's policy was not discriminatory. Jespersen did not present evidence of the additional time and money that she asserted women were required to spend to comply with the grooming policy; The Court refused to take "judicial notice" of the fact that buying makeup and putting it on every day before work costs more money and takes more time than keeping hair short. The Court also found that Jespersen's claim for discrimination based on gender stereotyping failed because she did not present any objective evidence that the policy was adopted to make women bartenders conform to a "commonly accepted stereotypical image of what women should wear." It was significant to the Court that the makeup requirement was one part of a comprehensive personal appearance standard for employees that treated men and women the same in many respects, including requiring male and female employees to wear exactly the same uniforms. The Court also distinguished Harrah's policy from cases in which the appearance standard was intended to be provocative or to stereotype women as "sex objects."

Jespersen presented ample evidence that she had been an "exemplary" employee and that wearing makeup was degrading and demeaning to her. However, the Court found Jespersen's personal objection to wearing makeup was not enough to support a claim for gender stereotyping, holding that doing so would come "perilously close" to a determination that every grooming and appearance policy that an employee finds objectionable can create a claim for sex discrimination.

Jespersen v. Harrah's Operating Co. (9th Cir. 2006) 444 F.3d 1104

Waiver continued from page 1

individual relief for any ADEA claims. The Court agreed, holding that the waiver did not constitute a knowing and voluntary waiver of ADEA claims. Employers must use extreme care in drafting releases to ensure the language will meet the OWBPA standard that a waiver be "written in a manner calculated to be understood" by the average employee eligible to participate in the agreement. An agreement that is technically correct may still not pass muster if it takes a lawyer to understand it.

Release agreements should be written in simple, plain language. Sentences should be short and drafted without "legalese." Employers must consider the level of education and sophistication of the affected employees, and draft the language so the average employee will have no problem understanding all of it without consulting an attorney, human resources, or a manager. Employers may consider boldfacing the language in which employees agree to waive their claims or adding boldfaced language at the end of the agreement, summarizing, once again, that all claims are released. If employers prefer to retain language that informs an employee of his or her right to pursue individual-specific relief through the EEOC, notwithstanding having already executed the release, it should be crafted with extreme precision so employees have a clear understanding that the employee is still precluded from pursuing such damages, and that any possible relief available would only be injunctive relief obtained by the EEOC.

Syverson v. IBM (9th Cir. 2006) 2006 U.S. App. LEXIS 22504

The Reluctant Complainant

By Eric A. Schneider

An advertising manager for a Washington TV station worked for a female boss who reported to the station's general manager, a woman. The whole team seems to have been devoted to hard-drinking social events, but the ad manager alleged that the general manager sexually harassed him at some of these. When his performance was criticized, he quit and added retaliation to his charges.

Hugh Hardage joined a CBS affiliate station in Seattle in 1998. Within 2 years, he was promoted to local sales manager. General Manager Kathy Sparks's office was in Tacoma, but she often attended social events with Hardage. She was determined to become intimate with him, he later testified, while he repeatedly rejected her advances. He described two incidents, one involving clients, in which his rejection so angered her that she screamed and swore at him.

He complained several times to his immediate boss, complained to HR that Sparks had made "unwanted sexual advances" to him. But he would not provide any details, did not mention that Sparks had several times touched him inappropriately, and insisted he could handle the situation himself. HR contacted him often in the next weeks, but he repeated his earlier assertions.

Then the economy took a downturn, and Hardage began missing his sales goals as did other ad managers. Counseled for poor performance, he quit. Then he sued for harassment, claiming he had been forced to quit because of it. A federal district court judge dismissed his claim, reasoning that HR had tried hard to help him but he had refused. Hardage appealed to the 9th Circuit.

A panel of three appellate judges reviewed all the testimony, and two of them believed CBS had a classic case of an "affirmative defense." Established by the U.S. Supreme Court in two 1998 landmark sex harassment rulings, the defense involves both preventive/corrective actions by the employer and the employee's "unreasonable" refusal to take advantage of those actions. The 9th Circuit affirmed the judgment on the basis that the defendant employer had employed appropriate preventative and remedial measures to handle sexual harassment, that the plaintiff had not availed himself of them, and that there was an insufficient causal nexus between his resignation (which he sought to have deemed a constructive discharge) and the alleged harassment.

Hardage v. CBS Broadcasting. Inc. (9th Cir. 2006) 2006 U.S. App. LEXIS 3017

"At Will" Means At Will

By Brian S. Mizell

In 1999, Plaintiff Brook Dore interviewed with several officers and employees for a position at AWI. Dore claimed that he was never told during the interview process that his employment would be terminable without cause or that it was "at will." Dore alleges he was told that AWI had landed a new automobile account and needed someone to handle it on a long-term basis. He also was told that, if hired, he would "play a critical role in growing the agency," that AWI was looking for "a long-term fix, not a Band-Aid," and that AWI employees were treated like family. Dore alleged he learned that the two people previously holding the position for which he was being considered had been terminated for cause--one for committing financial indiscretions, the other because his work had not satisfied a client. Dore states that AWI offered him the management supervisor position by telephone in April 1999, and he orally accepted.

Later that same month, Dore received a three-page letter from AWI confirming the offer and stating the terms of the offer, which included, among other things, "Brook, please know that as with all of our company employees, your employment with Arnold Communications, Inc. is at will. This simply means that Arnold Communications has the right to terminate your employment at any time just as you have the right to terminate your employment with Arnold Communications, Inc. at any time." Dore read and signed the letter.

AWI terminated Dore's employment in August 2001. Thereafter, Dore sued AWI and a related entity, Arnold Worldwide Partners (AWP), alleging (1) breach of contract, (2) breach of the implied covenant of good faith and fair dealing, (3) intentional infliction of emotional distress, (4) fraud, and (5) negligent misrepresentation. AWI and AWP each filed a motion for summary judgment.

The trial court granted AWI's motion on the ground that Dore could not establish the existence of either an express or an implied-in-fact agreement that his employment was terminable only for cause. The trial court granted AWP's motion on the ground that AWP could not be held liable as Dore's employer for AWI's personnel decisions and conduct. Dore appealed.

The Court of Appeal affirmed in part and reversed in part. The court affirmed the judgment in favor of AWP as to liability and reversed the judgment in favor of AWI. The court remanded the matter to the trial court with directions to vacate its order granting summary judgment to AWI and enter a new order granting summary adjudication to AWI only on Dore's negligent misrepresentation cause of action.

The California Supreme Court reversed the Appellate court decision and found that Mr. Dore's employment was "at will" and that he could be terminated at any time, with or without cause. The concurring opinion also noted that Labor Code § 2922 states that at will employment has *no specified term and* may be terminated *at the will* of *either* party on notice to the other. That was exactly what the letter from AWI contemplated.

Dore v. Arnold Worldwide, Inc. (2006) 39 Cal. 4th 384

Wage and Hour Update

By Glen H. Mertens

Termination Defined for Purposes of Waiting Time Penalties

California Labor Code § 201 requires an employer to pay all earned wages to an employee whom the employer "discharges" immediately, i.e., "at the time of discharge." Failure to pay all accrued wages at the time of discharge subjects the employer to "waiting-time" penalties under Labor Code § 203. The California Supreme Court recently ruled that Section 201 applies not only to an involuntary termination from ongoing employment but also to separation from employment that is the natural consequence of the employee completing the specific assignment for which (s)he was hired. The Court held that a model who had completed a one-day assignment was effectively "discharged" and thus entitled to receive her accrued wages at the end of that day. The employer was ordered to pay $15,000 in penalties because it had not paid the accrued wages on the day the assignment ended. *Smith v. Superior Court* (L'Oreal USA, Inc.), Cal. Supreme Ct., Case No. S129476 (July 10, 2006). California employers are advised to make sure an employee's final paycheck is tendered to the worker at the time the worker's assignment is completed, whether or not the worker is formally or expressly "discharged."

Regulation of Exempt Employees' Work Hours

In opinion letter FLSA-2006-6, the U.S. Department of Labor ("DOL") analyzed whether or not an employer jeopardizes an employee's "exempt" status under the federal Fair Labor Standards Act ("FLSA") by requiring the employee to work more than forty hours per week and to make up time lost due to personal absences of less than a day. In helpful guidance, the DOL concluded that such policies did not negate or destroy an employee's exempt status. The DOL emphasized, however, that while employers could impose such attendance policies on exempt employees and discipline those who failed to comply with them, an employer could not dock pay or impose a disciplinary suspension without pay of one day or more for infractions of these requirements without compromising the "salary basis" upon which the employee's exempt status is in part based. According to the DOL, docking pay for violation of such policies would contravene the FLSA's "salary basis" rule, which defines "salary" so as to prohibit a reduction in compensation based on the quantity of work. Although the FLSA regulations permit deductions from a salaried employee's pay where the employee is suspended for certain types of workplace misconduct, the DOL concluded that those exceptions do not apply to performance- or attendance-related issues of the sort addressed in the opinion letter. An employer who intends to dock a salaried employee's pay should consult with counsel, as an inappropriate deduction might be inconsistent with the "salary basis" requirement and could, therefore, jeopardize the employee's "exempt" status—thereby entitling that employee to overtime compensation.

Implications of the Minimum Wage Increase in California

Gov. Arnold Schwarzenegger has signed into law a bill that will raise the minimum wage in California to **$7.50 an hour on January 1, 2007**, and to **$8.00 an hour on January 1, 2008,** which matches Massachusetts for the highest state minimum wage in the nation. California employers should be aware that these increases may have consequences beyond merely increasing the hourly rate of pay for non-exempt workers covered by the law. For example, in order for many "white collar" employees to be considered "exempt" from the overtime requirements of California law, such employees must, among other requirements, be paid a salary that is at least two times the state minimum wage. Thus, in order to maintain the "exempt" status of such employees, California employers must, among other things, make certain that those employees are paid a minimum salary of $31,200 in 2007 and $33,280 in 2008.

Similarly, the increases may jeopardize the "exempt" status of commissioned inside-sales employees under California Wage Order Nos. 4 and 7. Among other things, those employees must earn at least one and one-half times the minimum wage for all hours worked in order to maintain their exempt status. Employers will have to review the commissions and draws paid to such salespersons on a regular basis to make certain that the compensation amounts to at least $11.25 an hour for hours worked in 2007 and $12.00 an hour for 2008.

The increase will also affect the exemption from the overtime requirements that may be available to employers with collective bargaining agreements. This exemption permits unionized employers to exempt employees from the state's overtime requirements, provided the employees are covered by a valid collective bargaining agreement that provides for the wages, hours, and working conditions of employees, premium wage rates for all overtime hours worked, and a regular hourly rate of pay of at least thirty percent more than the state minimum wage. Accordingly, the hourly pay rate required to preserve the collective-bargaining exemption will increase to $9.75 in 2007 and to $10.40 in 2008.

Employers currently paying California employees covered by the state minimum wage law hourly rates of less than $7.50 an hour should be prepared to increase those hourly rates to $7.50 on January 1, 2007. Employers should also review the compensation paid to exempt-salaried and commissioned-sales employees to ensure continued compliance with the minimum-salary and minimum-compensation requirements in light of the higher minimum wage. Unionized employers relying on the collective-bargaining exemption should determine if the wage rates spelled out in their bargaining agreement are at least 130% of the new minimum wage rate; if they are not, a request to the union to reopen negotiations on the wage schedule may be in order.

Spanking Victim Wins Harassment Suit

A Fresno, California, jury has awarded $1.7 million to Janet Orlando, who charged that she was the victim of sexual harassment and battery after she was spanked with a yard sign on three separate occasions in front of her jeering co-workers at Alarm One Inc., a home security company.

The spankings were part of motivational practices at Alarm One's Fresno office, where Orlando worked. The motivational tactics included having sales teams compete, with the winners poking fun at the losers, including throwing pies at the losers, feeding them baby food, making them wear diapers, and swatting their buttocks with a competitor's yard sign. During the spankings, the sales force allegedly hooted and heckled Orlando with "Bend over, baby" and "You've been a bad girl."

The company claimed that Orlando was a willing participant in the motivational meetings, and never complained about being spanked. It also contended that Orlando abruptly quit her job because she was upset about being passed over for promotion, and not because of the spankings.

The jury's verdict included $500,000 in compensatory damages and another $1.2 million in punitive damages. Alarm One, which reportedly offered to settle the case before trial for $150,000, said that the verdict is excessive.

No Objective Expectation of Privacy in a Work Computer

By Vanessa S. Davila

A recent decision by the Ninth Circuit emphasizes the importance of putting employees on notice that their computer and internet activity may be monitored. In *U.S. v. Ziegler*, the court concluded that an employer's widely-known policy and practice of monitoring employee computer and internet activity defeated the employee's claim that he had a reasonable expectation of privacy in his computer use.

Employee Ziegler worked as the director of operations for Frontline, an online payment processing company. Frontline's internet service provider alerted the FBI of child porn-related internet searches on the company's account. After the employer helped the FBI trace the activity to Ziegler's computer, the FBI arrested him. At his criminal trial, Ziegler moved to suppress the electronic evidence, arguing that he had a reasonable expectation of privacy on his work computer.

Rejecting Ziegler's argument, the court held that "an employer's policy of routine monitoring is among the factors that may preclude an objectively reasonable expectation of privacy." The court observed that "social norms" suggest that employees are not entitled to privacy in the use of computers owned by the employer. While the court did not rule that employer ownership of the computer, standing alone, would be sufficient to defeat any expectation of privacy, it did note that "employer monitoring is largely an assumed practice." The Court concluded that employer ownership of the computer, coupled with a disseminated computer-use policy" is entirely sufficient to defeat any expectation [of privacy] that an employee might nonetheless harbor." *United States v. Ziegler* (9th Cir. 2006)456 F.3d 1138

Perception and the Interactive Process

In *Gelfo v. Lockheed Martin Corporation* a California Court of Appeal ruled that an employer must engage in the interactive process and provide reasonable accommodation if it “regards” the employee as disabled, even if the employee is not actually disabled. The plaintiff Gelfo sued his former employer under the Fair Employment and Housing Act.. Specifically, he asserted that Lockheed had violated FEHA because it had failed to engage in the interactive process and provide him with a reasonable accommodation.

Gelfo had been laid-off as part of a reduction in force while off work due to a workplace back injury. Lockheed later offered Gelfo a different position, but then rescinded the offer after it determined that his medical restrictions, which included no heavy lifting, rendered him unable to perform the essential functions of the new position, and that no reasonable accommodation was possible. At trial, the court ruled in Lockheed’s favor. It concluded that if Gelfo was not disabled, then Lockheed did not have a duty to engage in the interactive process or provide a reasonable accommodation with regard to his non-existent disability. Gelfo appealed.

The appellate court concluded that an employer must engage in an informal interactive process aimed at determining whether a reasonable accommodation is possible, and provide reasonable accommodation to an applicant or an employee whom it regards as physically disabled, even though the employee may not be actually disabled.

The court relied on a formulaic reading of the FEHA's definition of "disabled," which includes not only "having" any number of conditions, but also "being regarded or treated by the employer… as having" such conditions (Govt. Code § 12926(k). The court also applied its broad reading of the term "disabled" to the portions of the statute that explain the duty to accommodate and engage in the interactive process (Govt. Code § 12965(m) & (n)).

The court held that the duty to engage a “regarded as disabled” employee in a discussion was even more compelling a requirement in the interactive process. As the court reasoned, the employer’s interest should *not* be in assessing whether the individual’s impairment was *legally* an *actual* disability but rather the focus of the interactive process should center on whether capable employees can remain employed notwithstanding medical problems.

This case reflects a departure from current federal law practice and leads to bizarre results under the FEHA. We expect the case may be appealed to the California Supreme Court and will keep you posted.

Gelfo v. Lockheed Martin Corp. (2006) 140 Cal. App. 4th 34

Court Watch

By Kathryn T. McGuigan

Privacy Law Covers Calls from Out-of-State

In *Kearney v. Salomon Smith Barney* (2006) 39 Cal. 4th 95, the California Supreme Court found that the state's two-party-consent electronic-recording statute, Penal Code § 632, prohibits the out-of-state recording of telephone calls made into California, even if a call is made from and is recorded in a one-party-consent state

Racial Slur Said Backwards Triggers Suit

The U.S. Equal Employment Opportunity Commission has filed a lawsuit alleging that a medical clinic subjected a black employee to a hostile work environment and retaliated against her for complaining that a white supervisor used code words to cloak racial slurs.

The agency alleges a supervisor at the Arthritis and Orthopedic Medical Clinic in Los Gatos, California, used the word "reggin" and other coded derogatory words when referring to Tomeika L. Broussard, a black employee who worked as a file clerk at the clinic. The EEOC states that though the n-word is backward, it does not remove the fact that it is an inflammatory racial slur. The agency reports that it is seeing more and more cases these days in which code words are being used to cloak discrimination.

The agency looks at several factors when investigating a bias complaint involving code words. They look at the code words: Who's stating them, tone of voice, do they mean it in a derogatory fashion? In sum, it is the context that counts. The EEOC alleges that the clinic fired Broussard after she complained. *Broussard v. Arthritis and Orthopedic Medical Clinic.*

Lawsuit Over Workplace Prayer Rejected

The 9th U.S Circuit Court of Appeals dismissed a First Amendment lawsuit by a Tehama County employee, a self-described evangelical Christian who said he had a right to practice and preach his beliefs in the workplace. The court held the employee did not have the right to hold prayer sessions in the agency's conference room.

The court also rejected claims that the employee had a constitutional right to display a Spanish-language Bible and a sign that said "Happy Birthday Jesus" in his cubicle, which was constantly frequented by county clients. The court said the county walked a fine line to protect the right of religion and to keep the government from appearing to support religion.

The county allowed employees to discuss religion with other employees, but not with government clients. County employees also could display religious paraphernalia at work stations as long as the public did not conduct business in that cubicle, the court noted.

The appeals court also said employees could pray in the break room, but the county was correct in not allowing a conference room to become a social gathering place where the employee could lead prayers. *Berry v. Dep't of Soc. Servs*. (9th Cir. 2006) 447 F.3d 642

No Requirement that the Motive Behind Sexual Harassment be Sexual in Nature

In *Singleton v. U.S. Gypsum Company*, the plaintiff, a male, sued for sex discrimination and harassment based on the actions of male co-workers. During his employment, the plaintiff complained that two male co-workers called plaintiff "sing-a-ling" (referring to a homosexual character in a movie) and made other, more sexually explicit statements to him, and that one co-worker challenged plaintiff to a fight. Plaintiff also asserted that he complained to supervisors on several prior occasions about the co-workers' actions, but management failed to intervene. The employer urged that the "sing-a-ling" nickname and the other alleged conduct was not sexual harassment but merely male-on-male horseplay. A California appellate court rejected this argument, holding that the alleged conduct was more than "horseplay," and that conduct need not be motivated by sexual desire to support an inference of discrimination on the basis of sex. The court ruled that sexual harassment occurs whenever "sex is used as a weapon to create a hostile work environment" and ordered that the matter proceed to a jury trial to decide whether the alleged harassment in fact occurred. *Singleton v. United States Gypsum Co*. (2006) 140 Cal. App. 4th 1547

Anderson, McPharlin & Conners Employment Practices Group places a special emphasis on keeping pace with rapidly changing employment laws and providing employers with effective representation in this constantly evolving area. For twenty years, our clients have known that we understand the challenges they face and that we will work with them in assessing risks and developing cost-effective strategies to bring employment matters to prompt and satisfactory resolution. The depth of experience within the Group enables us to provide a full range of services to our clients, from "preventative-maintenance" training and risk management to aggressive representation in all areas of labor and employment litigation.

Anderson, McPharlin & Conners LLP

Los Angeles Office:
444 So. Flower St., 31st Floor
Los Angeles, CA 90071
Main: 213.688.0080
Fax: 213.622.7594

Inland Empire Office:
3602 Inland Empire Blvd., Suite C-100
Ontario, CA 91604
Main: 909.477.4500
Fax: 909.477.4505