

FILED

AUG 20 2020

FRESNO COUNTY SUPERIOR COURT

By _____ DEPT. 502

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8/20/2020 8:56 AM

FRESNO COUNTY SUPERIOR COURT
By: A. Ramos, Deputy

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 FOR THE COUNTY OF FRESNO

15 RYAN SMITH, individually, and on behalf
16 of other members of the general public
17 similarly situated,

18 Plaintiff,

19 vs.

20 GRUNDFOS PUMPS
21 MANUFACTURING CORPORATION, a
22 California corporation; GRUNDFOS
23 AMERICAS CORPORATION, a California
24 corporation; GRUNDFOS CBS, INC., a
25 Delaware corporation; GRUNDFOS
26 PUMPS CORPORATION, a California
27 corporation; GRUNDFOS US HOLDING
28 CORPORATION, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20CECG00674

**JOINT STIPULATION FOR AN ORDER
GRANTING PLAINTIFF LEAVE TO
FILE FIRST AMENDED COMPLAINT;
[PROPOSED] ORDER**

1 Plaintiff Ryan Smith ("Plaintiff") and Defendants Grundfos Pumps Manufacturing
2 Corporation, Grundfos Americas Corporation, Grundfos CBS, Inc., Grundfos Pumps
3 Corporation, and Grundfos US Holding Corporation, ("Defendants") (collectively referred to
4 herein as the "Parties"), by and through their respective counsel of record, hereby stipulate as
5 follows:

6 WHEREAS, the Parties have met and conferred regarding Plaintiff's proposed
7 amendments to the operative Complaint;

8 **THE PARTIES THEREFORE AGREE AND STIPULATE AS FOLLOWS:**

9 The First Amended Complaint attached hereto as **Exhibit A** is deemed filed and served
10 as of the date the Court enters this Stipulation as an order of the Court.

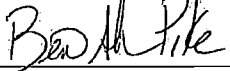
11 By stipulating to Plaintiff's amendment of the complaint, Defendants have not waived
12 any challenges to the amended pleading.

13 Defendants' response to the First Amended Complaint shall be due within thirty (30)
14 days after the order of the court accepting the amended complaint for filing.

15 Dated: August 19, 2020

Respectfully submitted,

Capstone Law APC

By: 

Bevin Allen Pike
Orlando Villalba
Joseph Hakakian

Attorneys for Plaintiff Ryan Smith

21 Dated: August 19, 2020

Respectfully submitted,

Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.

24 By: 
25 Michael J. Nader
26 Paul M. Smith

27 Attorneys for Defendants Grundfos Pumps
28 Manufacturing Corp., Grundfos Americas Corp,
Grundfos Pumps Corp, and Grundfos US
Holding Corp.

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[PROPOSED] ORDER

The Court, having read and considered the Parties' Joint Stipulation For An Order Granting Plaintiff Leave to File A First Amended Complaint, and for good cause shown, hereby orders as follows:

The First Amended Complaint attached hereto as **Exhibit A** is deemed filed and served as of the date the Court enters this Stipulation as an order of the Court.

Defendants' response to the complaint shall be due within thirty (30) days of the filing date.

IT IS SO ORDERED.

Date: 8/20/20

Rosemary McGinnis
Judge of the Superior Court

EXHIBIT “A”

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12 Attorneys for Plaintiff Ryan Smith

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

RYAN SMITH, individually, and on behalf
of other members of the general public
similarly situated,

Plaintiff,

vs.

GRUNDFOS PUMPS
MANUFACTURING CORPORATION, a
California corporation; GRUNDFOS
AMERICAS CORPORATION, a California
corporation; GRUNDFOS CBS, INC., a
Delaware corporation; GRUNDFOS
PUMPS CORPORATION, a California
corporation; GRUNDFOS US HOLDING
CORPORATION, a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 20CECG00674

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.***

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business &

Professions Code §§ 17200, *et seq.*
(Unlawful Business Practices); and
(11) Violation of California Business &
Professions Code §§ 17200, *et seq.* (Unfair
Business Practices)

Jury Trial Demanded

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1 Plaintiff Ryan Smith, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all other aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* ("PAGA") to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 ("IWC") Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's
17 share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 "minimal diversity" jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this county,
5 and employed Plaintiff this county, and thus a substantial portion of the transactions and
6 occurrences related to this action occurred in this county.

7 THE PARTIES

8 4. Plaintiff Ryan Smith is a resident of Fresno, in Fresno County, California.
9 Defendants employed Plaintiff as an hourly paid, non-exempt Carousel Department - Team
10 Leader from approximately August 2019 to October 2019. Plaintiff worked for Defendants
11 out of their manufacturing facility in Fresno, California. During his employment, Plaintiff
12 typically worked eight (8) hours or more per day, four (4) to five (5) days per week, from 7:00
13 a.m. to 3:30 p.m. Plaintiff's primary job duties included, without limitation, cleaning
14 (sweeping, mopping, and pressure washing) and organizing the Carousel Room area where
15 Defendants manufactured machinery housing, as well as preparing daily productivity reports.

16 5. GRUNDFOS PUMPS MANUFACTURING CORPORATION was and is,
17 upon information and belief, a California corporation, and at all times hereinafter mentioned,
18 an employer whose employees are engaged throughout this county, the State of California, or
19 the various states of the United States of America.

20 6. GRUNDFOS AMERICAS CORPORATION was and is, upon information and
21 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
22 employees are engaged throughout this county, the State of California, or the various states of
23 the United States of America.

24 7. GRUNDFOS CBS, INC. was and is, upon information and belief, a Delaware
25 corporation, and at all times hereinafter mentioned, an employer whose employees are
26 engaged throughout this county, the State of California, or the various states of the United
27 States of America.

28 8. GRUNDFOS PUMPS CORPORATION was and is, upon information and

1 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county, the State of California, or the various states of
3 the United States of America.

4 9. GRUNDFOS US HOLDING CORPORATION was and is, upon information
5 and belief, a California corporation, and at all times hereinafter mentioned, an employer
6 whose employees are engaged throughout this county, the State of California, or the various
7 states of the United States of America.

8 10. Plaintiff is unaware of the true names or capacities of the Defendants sued
9 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
10 amend the complaint and serve such fictitiously named Defendants once their names and
11 capacities become known.

12 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
13 were the partners, agents, owners, or managers of GRUNDFOS PUMPS MANUFACTURING
14 CORPORATION; GRUNDFOS AMERICAS CORPORATION; GRUNDFOS CBS, INC.;
15 GRUNDFOS PUMPS CORPORATION; and/or GRUNDFOS US HOLDING
16 CORPORATION, at all relevant times.

17 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
18 acts and omissions alleged herein was performed by, or is attributable to, GRUNDFOS
19 PUMPS MANUFACTURING CORPORATION; GRUNDFOS AMERICAS
20 CORPORATION; GRUNDFOS CBS, INC.; GRUNDFOS PUMPS CORPORATION;
21 GRUNDFOS US HOLDING CORPORATION; and/or DOES 1 through 10 (collectively,
22 "Defendants" or "GRUNDFOS"), each acting as the agent, employee, alter ego, and/or joint
23 venturer of, or working in concert with, each of the other co-Defendants and was acting within
24 the course and scope of such agency, employment, joint venture, or concerted activity with
25 legal authority to act on the others' behalf. The acts of any and all Defendants were in
26 accordance with, and represent, the official policy of Defendants.

27 13. At all relevant times, Defendants, and each of them, ratified each and every act
28 or omission complained of herein. At all relevant times, Defendants, and each of them, aided

1 and abetted the acts and omissions of each and all the other Defendants in proximately causing
2 the damages herein alleged.

3 14. Plaintiff is informed and believes, and thereon alleges, that each of said
4 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
5 omissions, occurrences, and transactions alleged herein.

6 15. Under California law, Defendants are jointly and severally liable as employers
7 for the violations alleged herein because they have each exercised sufficient control over the
8 wages, hours, working conditions, and employment status of Plaintiff and class members.
9 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
10 controlled their work schedule and/or conditions of employment, determined their rate of pay,
11 and maintained their employment records. Defendants suffered or permitted Plaintiff and
12 class members to work and/or “engaged” Plaintiff and class members so as to create a
13 common-law employment relationship. As joint employers of Plaintiff and class members,
14 Defendants are jointly and severally liable for the civil penalties and all other relief available
15 to Plaintiff and class members under the law.

16 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
17 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
18 members because Defendants have:

- 19 (a) jointly exercised meaningful control over the work performed by
20 Plaintiff and class members;
- 21 (b) jointly exercised meaningful control over Plaintiff’s and class members’
22 wages, hours, and working conditions, including the quantity, quality
23 standards, speed, scheduling, and operative details of the tasks
24 performed by Plaintiff and class members;
- 25 (c) jointly required that Plaintiff and class members perform work which is
26 an integral part of Defendants’ businesses; and
- 27 (d) jointly exercised control over Plaintiff and class members as a matter of
28 economic reality in that Plaintiff and class members were dependent on

1 Defendants, who shared the power to set the wages of Plaintiff and class
2 members and determined their working conditions, and who jointly
3 reaped the benefits from the underpayment of their wages and
4 noncompliance with other statutory provisions governing their
5 employment.

6 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
7 there has existed a unity of interest and ownership between Defendants such that any
8 individuality and separateness between the entities has ceased.

9 18. GRUNDFOS PUMPS MANUFACTURING CORPORATION; GRUNDFOS
10 AMERICAS CORPORATION; GRUNDFOS CBS, INC.; GRUNDFOS PUMPS
11 CORPORATION; GRUNDFOS US HOLDING CORPORATION; and DOES 1 through 10
12 are therefore alter egos of each other.

13 19. Adherence to the fiction of the separate existence of Defendants would permit
14 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
15 from liability for the wrongful acts committed by them under the name GRUNDFOS.

16 20. Plaintiff further alleges, upon information and belief, that Defendants
17 GRUNDFOS PUMPS MANUFACTURING CORPORATION; GRUNDFOS AMERICAS
18 CORPORATION; GRUNDFOS CBS, INC.; GRUNDFOS PUMPS CORPORATION; and
19 GRUNDFOS US HOLDING CORPORATION; are alter egos of each other for the following
20 reasons:

21 (a) On the California Secretary of State's website
22 (<https://businesssearch.sos.ca.gov/>), GRUNDFOS PUMPS
23 CORPORATION and GRUNDFOS US HOLDING CORPORATION
24 share the same entity address, "9300 LORET BLVD, LENEXA, KS
25 66219," while GRUNDFOS PUMPS MANUFACTURING
26 CORPORATION and GRUNDFOS PUMPS CORPORATION share the
27 same street address of the principal business office in California, "5900
28 E. SHIELDS AVE., FRESNO, CA 93737";

1 (b) According to their most recent "Statement of Information" forms filed
2 with the California Secretary of State, GRUNDFOS PUMPS
3 MANUFACTURING CORPORATION; GRUNDFOS AMERICAS
4 CORPORATION; GRUNDFOS CBS, INC.; GRUNDFOS PUMPS
5 CORPORATION; and GRUNDFOS US HOLDING CORPORATION;
6 share the same officers and/or directors, including, but not limited to:

7 i. Dieter Sauer, who serves as Chief Executive Officer of both
8 GRUNDFOS AMERICAS CORPORATION and
9 GRUNDFOS CBS, INC., and director of both GRUNDFOS
10 PUMPS CORPORATION and GRUNDFOS US HOLDING
11 CORPORATION;

12 ii. Jonathan Hamp Adams, who serves as Chief Executive
13 Officer of both GRUNDFOS US HOLDING
14 CORPORATION and GRUNDFOS CBS, INC., and director
15 of both GRUNDFOS PUMPS MANUFACTURING
16 CORPORATION and GRUNDFOS PUMPS
17 CORPORATION; and

18 iii. Thomas Havholme, who serves as Secretary and Chief
19 Financial Officer of both entities, GRUNDFOS US
20 HOLDING CORPORATION and GRUNDFOS PUMPS
21 CORPORATION.

22 (c) On information and belief, GRUNDFOS PUMPS MANUFACTURING
23 CORPORATION and GRUNDFOS US HOLDING CORPORATION
24 share the same agent for service of process, "NATIONAL
25 REGISTERED AGENTS, INC." while GRUNDFOS AMERICAS
26 CORPORATION; GRUNDFOS CBS, INC.; and GRUNDFOS PUMPS
27 CORPORATION share the same agent for service of process, "C T
28 CORPORATION SYSTEM (CO168406);" and

1 (d) On information and belief, GRUNDFOS PUMPS MANUFACTURING
2 CORPORATION; GRUNDFOS AMERICAS CORPORATION;
3 GRUNDFOS CBS, INC.; GRUNDFOS PUMPS CORPORATION; and
4 GRUNDFOS US HOLDING CORPORATION utilize the same
5 standardized employment forms and issue the same employment
6 policies.

7 GENERAL ALLEGATIONS

8 21. Defendants are a Danish pump manufacturer, producing more than 16 million
9 circulator pumps (UP), submersible pumps (SP), and centrifugal pumps (CR) per year.
10 Defendants also produce electric motors and other electronic controls for pumps and other
11 systems. Upon information and belief, Defendants maintain a single, centralized Human
12 Resources ("HR") department at their company headquarters in Fresno, California, which is
13 responsible for recruiting and hiring of new employees, and communicating and implementing
14 Defendants' company-wide policies, including timekeeping policies and meal and rest period
15 policies, to employees throughout California.

16 22. In particular, Plaintiff and class members, on information and belief, received
17 the same standardized documents and/or written policies. Upon information and belief, the
18 usage of standardized documents and/or written policies, including new-hire documents,
19 indicate that Defendants dictated policies at the corporate level and implemented them
20 company-wide, regardless of their employees' assigned locations or positions. Upon
21 information and belief, Defendants set forth uniform policies and procedures in several
22 documents provided at an employee's time of hire, including, but not limited to, an
23 Employment Offer Letter and Employee Handbook Acknowledgement Form.

24 23. Upon information and belief, Defendants maintain a centralized Payroll
25 department at their company headquarters in Fresno, California, which processes payroll for
26 all non-exempt, hourly paid employees working for Defendants at their various locations and
27 jobsites in California, including Plaintiff and class members. Based upon information and
28 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid

1 employees in California, irrespective of their work locations. Upon information and belief,
2 Defendants process payroll for departing employees in the same manner throughout the State
3 of California, regardless of the manner in which each employee's employment ends.

4 24. Defendants continue to employ non-exempt or hourly paid employees in
5 California.

6 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
8 and advisors knowledgeable about California labor and wage law, employment and personnel
9 practices, and about the requirements of California law.

10 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
11 members were not paid for all hours worked because all hours worked were not recorded.

12 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and class members were entitled to receive certain wages for
14 overtime compensation and that they were not receiving certain wages for overtime
15 compensation.

16 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive at least minimum
18 wages for compensation and that they were not receiving at least minimum wages for work
19 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
20 and class members were not paid at least minimum wages for work done off-the-clock.

21 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to meal periods in
23 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular
24 rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal
25 periods and that Plaintiff and class members were not provided with all meal periods or
26 payment of one (1) additional hour of pay at their regular rates of pay when they did not
27 receive a timely, uninterrupted, thirty (30) minute meal period.

28 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and class members were entitled to rest periods in
2 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1)
3 additional hour of pay at their regular rates of pay when they were not authorized and
4 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiff
5 and class members were not authorized and permitted to take compliant rest periods, nor did
6 Defendants provide Plaintiff and class members with payment of one (1) additional hour of
7 pay at their regular rates of pay when they were not authorized and permitted to take a
8 compliant rest period.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to receive complete and
11 accurate wage statements in accordance with California law. In violation of the California
12 Labor Code, Plaintiff and class members were not provided complete and accurate wage
13 statements.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that they had a duty to maintain accurate and complete payroll records in
16 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
17 and intentionally failed to do so.

18 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to timely payment of all
20 wages earned upon termination of employment. In violation of the California Labor Code,
21 Plaintiff and class members did not receive payment of all wages due, including, but not
22 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
23 permissible time periods.

24 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to timely payment of wages
26 during their employment. In violation of the California Labor Code, Plaintiff and class
27 members did not receive payment of all wages, including, but not limited to, overtime wages,
28 minimum wages, and/or meal and rest period premiums, within permissible time periods.

35. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, that Defendants knew or should have known that they had a duty to cover the costs and expenses Plaintiff and class members incurred obtaining mandatory physical examinations and/or drug tests, but willfully, knowingly, and intentionally failed to do so.

36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

37. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but willfully, knowingly, and intentionally failed to do so.

38. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

39. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

40. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any

1 person who was employed by the alleged violator and against whom one or more of the
2 alleged violations was committed.”

3 41. Plaintiff and other current and former employees of Defendants are “aggrieved
4 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
5 or former employees and one or more of the alleged violations were committed against them.

6 42. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
8 following requirements have been met:

9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of
11 the specific provisions of the California Labor Code alleged to have
12 been violated, including the facts and theories to support the alleged
13 violation.

14 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
15 2699.3(a) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).

17 (c) The LWDA shall notify the employer and the aggrieved employee or
18 representative by certified mail that it does not intend to investigate the
19 alleged violation (“LWDA’s Notice”) within sixty (60) calendar days of
20 the postmark date of the aggrieved employee’s notice. Upon receipt of
21 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
22 (65) calendar days of the postmark date of the aggrieved employee’s
23 notice, the aggrieved employee may commence a civil action pursuant
24 to California Labor Code section 2699 to recover civil penalties.

25 43. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
26 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
27 provision other than those listed in Section 2699.5 after the following requirements have been
28 met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated (other than those listed in Section 2699.5), including the
5 facts and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice sent by the aggrieved
11 employee or representative. The employer shall give written notice
12 within that period of time by certified mail to the aggrieved employee or
13 representative and by online filing with the LWDA if the alleged
14 violation is cured, including a description of actions taken, and no civil
15 action pursuant to Section 2699 may commence. If the alleged violation
16 is not cured within the 33-day period, the aggrieved employee may
17 commence a civil action pursuant to Section 2699.

18 44. On March 5, 2020, Plaintiff provided written notice by online filing to the
19 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
20 Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
22 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
23 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
24 Plaintiff PAGA Case Number LWDA-CM-776745-20. A true and correct copy of Plaintiff's
25 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

26 45. As of the filing date of this complaint, over 65 days have passed since Plaintiff
27 sent the notice described above to the LWDA, and the LWDA has not responded that it
28 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

46. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

47. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

48. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

49. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

50. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

CLASS ACTION ALLEGATIONS

51. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of

1 Civil Procedure section 382.

2 52. All claims alleged herein arise under California law for which Plaintiff seeks relief
3 authorized by California law.

4 53. Plaintiff's proposed class consists of and is defined as follows:

5 All persons who worked for Defendants as non-exempt, hourly
6 paid employees in California, within four years prior to the filing
7 of the initial complaint until the date of trial ("Class").

8 54. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
12 complaint until the date of trial ("Subclass").

13 55. Members of the Class and Subclass are referred to herein as "class members."

14 56. Plaintiff reserves the right to redefine the Class and Subclass and to add
15 additional subclasses as appropriate based on further investigation, discovery, and specific
16 theories of liability.

17 57. There are common questions of law and fact as to class members that
18 predominate over questions affecting only individual members, including, but not limited to:

- 19 (a) Whether Defendants required Plaintiff and class members to work over
20 eight (8) hours per day, over twelve (12) hours per day, or over forty
21 (40) hours per week and failed to pay all legally required overtime
22 compensation to Plaintiff and class members;
- 23 (b) Whether Defendants failed to pay Plaintiff and class members at least
24 minimum wages for all hours worked;
- 25 (c) Whether Defendants failed to provide Plaintiff and class members with
26 meal periods;
- 27 (d) Whether Defendants failed to authorize and permit Plaintiff and class
28 members to take rest periods;
- (e) Whether Defendants provided Plaintiff and class members with
complete and accurate wage statements as required by California Labor

Code section 226(a);

- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and meal and rest period premiums to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to pay Plaintiff and class members for the costs of mandatory physical examinations and/or drug testing;
- (j) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
- (k) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

58. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of

Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class

1 actions provide the class members who are not named in the complaint
2 with a type of anonymity that allows for the vindication of their rights
3 while simultaneously protecting their privacy.

4 **FIRST CAUSE OF ACTION**

5 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

6 **(Against all Defendants)**

7 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 60. Labor Code section 1198 makes it illegal to employ an employee under
10 conditions of labor that are prohibited by the applicable wage order. California Labor Code
11 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
12 be the . . . standard conditions of labor for employees. The employment of any employee . . .
13 under conditions of labor prohibited by the order is unlawful.”

14 61. California Labor Code section 1198 and the applicable IWC Wage Order
15 provide that it is unlawful to employ persons without compensating them at a rate of pay
16 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
17 number of hours worked by the person on a daily or weekly basis.

18 62. Specifically, the applicable IWC Wage Order provides that Defendants are and
19 were required to pay Plaintiff and class members working more than eight (8) hours in a day
20 or more than forty (40) hours in a workweek, at the rate of time and one-half (1½) for all
21 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
22 workweek.

23 63. The applicable IWC Wage Order further provides that Defendants are and were
24 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
25 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
26 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
27 employee, including nondiscretionary bonuses and incentive pay.

28 64. California Labor Code section 510 codifies the right to overtime compensation

1 at one and one-half (1½) times the regular rate of pay for hours worked in excess of eight (8)
2 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
3 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
4 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
5 in a day on the seventh (7th) day of work.

6 65. During the relevant time period, Defendants willfully failed to pay all overtime
7 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
8 class members were not paid overtime premiums for all of the hours they worked in excess of
9 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
10 hours in a week, because all hours worked were not recorded.

11 66. First, during the relevant period, Defendants had a policy and/or practice of
12 discouraging and impeding Plaintiff and class members from recording hours worked that
13 were outside of their scheduled shifts in order to limit the amount of overtime employees
14 could accrue. On information and belief, this policy of limiting overtime, coupled with
15 Defendants' understaffing and assigning heavy workloads (*see infra*), led Plaintiff and class
16 members to work off-the-clock before or after their scheduled shift times in order to complete
17 their assigned tasks. For example, Plaintiff arrived to work up to 10-15 minutes early and
18 started performing work immediately, such as checking in with other employees and
19 discussing the day's goals and assignments, but he did not clock in until his designated shift
20 start-time. Prior to clocking in at the start of his scheduled shift or after clocking out, Plaintiff
21 would also receive text messages and phone calls on his personal cellular phone from his
22 supervisors regarding recapping the day or upcoming assignments. Thus, Defendants failed to
23 track this time spent working before and after scheduled shifts, and Plaintiff and class
24 members received no compensation for this time.

25 67. Second, during the relevant time period, Defendants had, and continue to have,
26 a company-wide policy and/or practice of understaffing their worksites while assigning heavy
27 workloads and/or quotas, resulting in a failure to provide Plaintiff and class members with
28 adequate meal period coverage. On information and belief, Defendants imposed quotas on

1 employees to meet production metrics. As a result of this lack of meal period coverage,
2 Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods
3 during shifts when they were entitled to receive a meal period. For example, Plaintiff and
4 class members were required to perform their duties, such as handling production line issues
5 or getting other assignments from Defendants' supervisors, during unpaid meal periods, or
6 would have their meal periods interrupted to complete such work-related tasks. Thus, Plaintiff
7 and class members missed or had meal periods interrupted in order to complete their assigned
8 workloads. Defendants did not pay Plaintiff and class members for the time they continued to
9 perform tasks during meal periods.

10 68. Third, Defendants, on a company-wide basis, had a practice of failing to
11 schedule meal periods, which further caused Plaintiff and class members to not be relieved of
12 their duties for compliant meal periods. As a result of these policies and/or practices, Plaintiff
13 and class members were required to work through and/or to return early from meal periods, in
14 order to complete their assigned tasks. Thus, Plaintiff and class members performed work
15 during meal periods for which they were not paid.

16 69. Defendants knew or should have known that as a result of these company-wide
17 practices and/or policies, Plaintiff and class members were performing assigned duties during
18 their meal periods and performing work off-the-clock before or after their shifts, and were
19 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
20 class members worked shifts of eight (8) hours a day or more or forty (40) hours a week or
21 more, some of this off-the-clock work qualified for overtime premium pay. Therefore,
22 Plaintiff and class members were not paid overtime wages for all of the overtime hours they
23 actually worked.

24 70. Defendants' failure to pay Plaintiff and class members the balance of overtime
25 compensation as required by California law, violates the provisions of California Labor Code
26 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
27 members are entitled to recover their unpaid overtime compensation, as well as interest, costs,
28 and attorneys' fees.

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71. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

73. As stated, during the relevant time period, as a result of Defendants' policy of limiting the amount of overtime employees could accrue by discouraging and impeding Plaintiff and class members from recording hours worked that were outside of their scheduled shifts, Plaintiff and class members were required to work off-the-clock before and/or after their scheduled shift start and end times to complete assigned job duties. And, as stated above, due to Defendants' policy and/or practice of understaffing while assigning heavy workloads and failure to schedule meal periods, Plaintiff and class members were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

74. Further, Defendants maintained and implemented a company-wide policy of requiring all employees to travel to a medical clinic on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. However, Defendants did not compensate Plaintiff and class members for the time they spent traveling to and from the medical clinics or for the time they spent undergoing testing and/or physical examinations. At all times, Defendants were in control of scheduling the date and time for the

1 testing and/or physical examinations, selecting the provider or clinic where the testing and/or
2 physical examinations were to take place, and determining the scope of the testing and/or
3 physical examinations. For example, Defendants gave Plaintiff strict instructions to obtain a
4 drug test, and Plaintiff underwent the testing for the sole benefit of Defendants. Plaintiff
5 followed Defendants' instructions and traveled approximately 10 miles roundtrip to and from
6 the medical clinic designated by Defendants, an urgent care center in Fresno, California, and
7 spent 2 and a half hours waiting at the medical clinic and undergoing the requisite testing.
8 However, Defendants did not compensate Plaintiff and class members for the time they spent
9 traveling to and undergoing the mandatory drug testing and/or physical examinations.

10 75. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff
11 and class members worked through that qualified for overtime premium payment. To the
12 extent that these off-the-clock hours did not qualify for overtime premium payment,
13 Defendants did not pay at least minimum wages for those hours worked off-the-clock in
14 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

15 76. Defendants' failure to pay Plaintiff and class members minimum wages violates
16 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
17 California Labor Code section 1194.2, Plaintiff and class members are entitled to recover
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 **THIRD CAUSE OF ACTION**

20 **Violations of California Labor Code, §§ 226.7, 512(a), 516, and 1198—Meal Period**

21 **Violations**

22 **(Against all Defendants)**

23 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 78. At all relevant times herein set forth, California Labor Code section 512(a)
26 provides that an employer may not require, cause, or permit an employee to work for a period
27 of more than five (5) hours per day without providing the employee with a meal period of not
28 less than thirty (30) minutes, except that if the total work period per day of the employee is

1 not more than six (6) hours, the meal period may be waived by mutual consent of both the
2 employer and the employee. Under California law, first meal periods must start after no more
3 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal.
4 2012).

5 79. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 80. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
9 the applicable IWC Wage Order also require employers to provide a second meal period of
10 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
11 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
12 hours worked is no more than twelve (12) hours, the second meal period may be waived by
13 mutual consent of the employer and the employee only if the first meal period was not waived.

14 81. During the relevant time period, as stated, Defendants had, and continue to
15 have, a company-wide policy and/or practice of understaffing while assigning heavy
16 workloads and/or quotas for fulfilling assignments. Additionally, as stated, Defendants had a
17 company-wide practice of failing to schedule meal periods, which further caused Plaintiff and
18 class members to not be relieved of their duties for compliant meal periods.

19 82. Defendants' practice of understaffing and assigning heavy workloads and/or
20 quotas, and failure to schedule meal periods, prevented Plaintiff and class members from
21 taking all compliant meal periods to which they were entitled. As a result, Plaintiff and class
22 members would be forced to work in excess of five (5) hours before taking a meal period and,
23 at times, had their meal periods interrupted and/or had to forgo their meal periods altogether.
24 For example, during his employment, Plaintiff would start his meal periods late due to
25 production line issues or would have his meal periods interrupted by his supervisors wanting
26 to discuss various assignments. Plaintiff and class members did not sign valid meal period
27 waivers on days that they were entitled to meal periods and were not relieved of all duties.

28 83. Moreover, Defendants had a company-wide policy of requiring all newly hired

1 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
2 the position that non-exempt, hourly paid employees had waived their rights to meal periods
3 for the entirety of their employment and, on that basis, did not provide them with all meal
4 periods to which they were entitled. Specifically, Defendants' "Meal Period Waiver Form"
5 provides that the waiver remains in effect until the employee provides his or her revocation in
6 writing: "This waiver will remain in effect until I revoke this waiver in writing." Defendants'
7 company-wide use of blanket meal period waivers signed at or near the time of hire and
8 imposition of the burden on employees to revoke the waivers in writing discouraged and
9 impeded Plaintiff and class members from taking all meal periods to which they were entitled.

10 84. At all times herein mentioned, Defendants knew or should have known that, as
11 a result of these policies, Plaintiff and class members were prevented from being relieved of
12 all duties and required to perform some of their assigned duties during meal periods.
13 Defendants further knew or should have known that Defendants did not pay Plaintiff and class
14 members meal period premium wages when meal periods were late, interrupted, shortened, or
15 missed.

16 85. Moreover, Defendants engaged in a company-wide practice and/or policy of
17 not paying all meal period premiums owed when compliant meal periods are not provided.
18 Because of Defendants' practices and/or policies, Plaintiff and class members have not
19 received premium pay for all missed, late, and interrupted meal periods. As a result,
20 Defendants failed to provide Plaintiff and class members compliant meal periods in violation
21 of California Labor Code sections 226.7, 512, and 516 and failed to pay the full meal period
22 premiums due.

23 86. Defendants' conduct violates the applicable IWC Wage Order, and California
24 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
25 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
26 rate of compensation for each work day that the meal period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations**
3 **(Against all Defendants)**

4 87. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 88. At all relevant times herein set forth, the applicable IWC Wage Order and
7 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff and class
8 members' employment by Defendants.

9 89. At all relevant times, the applicable IWC Wage Order provides that "[e]very
10 employer shall authorize and permit all employees to take rest periods, which insofar as
11 practicable shall be in the middle of each work period" and that the "rest period time shall be
12 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
13 hours or major fraction thereof" unless the total daily work time is less than three and one-half
14 (3½) hours.

15 90. At all relevant times, California Labor Code section 226.7 provides that no
16 employer shall require an employee to work during any rest period mandated by an applicable
17 order of the California IWC. To comply with its obligation to authorize and permit rest
18 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
19 employer must "relinquish any control over how employees spend their break time, and
20 relieve their employees of all duties — including the obligation that an employee remain on
21 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
22 *Inc.*, 2 Cal. 5th 257, 269-270 (2016). Pursuant to the applicable IWC Wage Order and
23 California Labor Code section 226.7(b), Plaintiff and class members are entitled to recover
24 from Defendants one (1) additional hour of pay at their regular rates of pay for each work day
25 that a required rest period was not authorized and permitted.

26 91. During the relevant time period, Defendants regularly failed to authorize and
27 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
28 period worked or major fraction thereof. As with meal periods, Defendants' company-wide

1 practices, including assigning heavy workloads and quotas, prevented Plaintiff and class
2 members from being relieved of all duty to take their rest periods. Additionally, Defendants
3 failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate
4 rest period coverage, further led to Plaintiff and class members not being authorized and
5 permitted to take compliant rest periods.

6 92. Furthermore, upon information and belief, during the relevant time period,
7 Defendants maintained implemented a company-wide on-premises rest period policy, which
8 mandated that Plaintiff and class members remain on Defendants' premises during their rest
9 periods. Upon information and belief, Defendants' company-wide on-premises rest period
10 policy prevented Plaintiff and class members from being relieved of all duties for rest periods
11 and caused them to perform work during rest periods.

12 93. As a result of Defendants' practices and policies, Plaintiff and class members
13 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
14 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
15 during his employment, Plaintiff missed his rest periods or had them cut short or interrupted,
16 due to Defendants' policy of assigning heavy workloads and Defendants' managers
17 approaching him to discuss work duties. Plaintiff also took his rest periods late due to
18 Defendants' understaffing and lack of rest period coverage.

19 94. Defendants have also engaged in a systematic, company-wide practice and/or
20 policy of not paying rest period premiums owed when rest periods are not authorized and
21 permitted. As a result, Defendants denied Plaintiff and class members rest periods and failed
22 to pay them rest period premium wages due, in violation of Labor Code section 226.7, 516,
23 and the applicable IWC Wage Order.

24 95. Defendants' conduct violates the applicable IWC Wage Order and California
25 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
26 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
27 compensation for each work day that a compliant rest period was not authorized and
28 permitted.

1 **FIFTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
3 **Statements and Failure to Maintain Accurate Payroll Records**
4 **(Against all Defendants)**

5 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 97. At all relevant times herein set forth, California Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate and
9 complete itemized wage statement in writing, including, but not limited to, the name and
10 address of the legal entity that is the employer, the inclusive dates of the pay period, total
11 hours worked, and all applicable rates of pay.

12 98. At all relevant times, Defendants have knowingly and intentionally provided
13 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
14 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
15 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name
16 of the legal entity of the actual employer; and all applicable hourly rates in effect during the
17 pay period, including overtime rates of pay, and the corresponding number of hours worked at
18 each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5),
19 226(a)(8), and 226(a)(9).

20 99. Because Defendants did not record the time Plaintiff and Subclass members
21 spent working off the clock, Defendants did not list the correct amount of gross wages and net
22 wages earned by Plaintiff and Subclass members in compliance with section 226(a)(1) and
23 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours
24 worked by Plaintiff and Subclass members in violation of section 226(a)(2), and failed to list
25 the applicable hourly rates of pay in effect during the pay period and corresponding accurate
26 number of work hours worked at each hourly rate in violation of section 226(a)(9).

27 100. Separate from these violations, Defendants issued uniform wage statements to
28 Plaintiff and Subclass members that fail to list the correct name of the legal entity of the actual

1 employer in violation of Labor Code section 226(a)(8). The purpose of section 226(a)(8) is to
2 provide California employees with transparency as to the true identity of their employer, to
3 allow the employee to contact their employer during employment in the future for various
4 reasons, including filing an administrative claim, judicial claim, or other action to seek relief
5 against their employer, obtain unemployment benefits, etc. Plaintiff's wage statements list the
6 entity "GRUNDFOS MANUFACTURING CORPORATION," but, according to the
7 California Secretary of State's website, there is no such entity by that name. However, a
8 similarly named entity, "GRUNDFOS PUMPS MANUFACTURING CORPORATION," is
9 listed on the California Secretary of State's website with the same address 5900 E. Shields
10 Avenue, Fresno, CA 93727.

11 101. The wage statement deficiencies also include, without limitation, failing to list
12 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
13 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and
14 only the last four digits of his or her social security number or an employee identification
15 number other than a social security number; failing to list the address of the legal entity that is
16 the employer; failing to list the inclusive dates of the period for which class members were
17 paid; and/or failing to state all hours worked as a result of not recording or stating hours
18 worked off-the-clock.

19 102. California Labor Code section 1198 provides that the maximum hours of work
20 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
21 set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he
22 employment of any employees for longer hours than those fixed by the order or under
23 conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC
24 Wage Order, employers are required to keep accurate time records showing when the
25 employee begins and ends each work period and meal period. During the relevant time
26 period, Defendants failed, on a company-wide basis, to keep accurate records of work period
27 and meal period start and stop times for Plaintiff and class members, in violation of section
28 1198.

103. California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

104. Plaintiff and Subclass members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid

Upon Termination

(Against all Defendants)

105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

106. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premium wages that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

107. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two

1 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
2 his or her intention to quit, in which case the employee is entitled to his or her wages at the
3 time of quitting.

4 108. Defendants willfully failed to pay Plaintiff and class members who are no
5 longer employed by Defendants the earned and unpaid wages set forth above, including but
6 not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages,
7 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
8 employ.

9 109. Defendants' failure to pay Plaintiff and class members who are no longer
10 employed by Defendants their wages earned and unpaid at the time of discharge, or within
11 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
12 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
13 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
14 thirty (30) day maximum pursuant to California Labor Code section 203.

15 **SEVENTH CAUSE OF ACTION**

16 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
17 **Employment**
18 **(Against all Defendants)**

19 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 111. This cause of action is dependent upon, and wholly derivative of, the overtime
22 wages, minimum wages, and/or meal and rest period premium wages, that were not timely
23 paid to Plaintiff and those class members by Defendants during their employment.

24 112. At all times relevant herein set forth, Labor Code section 204 provides that all
25 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
26 days, inclusive, of any calendar month, other than those wages due upon termination of an
27 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
28 the month during which the labor was performed.

1 113. At all times relevant herein, Labor Code section 204 provides that all wages
2 earned by any person in any employment between the sixteenth (16th) and the last day,
3 inclusive, of any calendar month, other than those wages due upon termination of an
4 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
5 month.

6 114. At all times relevant herein, Labor Code section 204 provides that all wages
7 earned for labor in excess of the normal work period shall be paid no later than the payday for
8 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
9 204 provides that the requirements of this section are deemed satisfied by the payment of
10 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
11 seven (7) calendar days following the close of the payroll period.

12 115. During the relevant time period, Defendants willfully failed to pay Plaintiff and
13 class members all wages due including, but not limited to, overtime wages, minimum wages,
14 and meal and rest period premium wages, within the time periods specified by California
15 Labor Code section 204.

16 116. Defendants' failure to pay Plaintiff and class members all wages due violates
17 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
18 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

19 **EIGHTH CAUSE OF ACTION**

20 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**

21 **(Against all Defendants)**

22 117. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 118. At all times herein set forth, California Labor Code section 2802 provides that
25 an employer must reimburse employees for all necessary expenditures and losses incurred by
26 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
27 to prevent employers from passing off their cost of doing business and operating expenses on
28 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144

1 (2014). The applicable wage order, IWC Wage Order 1-2001, provides that: “[w]hen tools or
2 equipment are required by the employer or are necessary to the performance of a job, such
3 tools and equipment shall be provided and maintained by the employer, except that an
4 employee whose wages are at least two (2) times the minimum wage provided herein may be
5 required to provide and maintain hand tools and equipment customarily required by the trade
6 or craft.”

7 119. First, during the relevant time period, Defendants had a company-wide policy
8 of requiring Plaintiff and class members to utilize their own personal cellular phones and
9 cellular data to carry out their job duties, but Defendants failed to reimburse them for the costs
10 of their work-related cellular phone expenses. Plaintiff and class members were required to
11 use their personal cellular phones to complete their work-related tasks, such as discussing
12 upcoming work assignments or recapping prior assignments with Defendants’ managers.
13 Plaintiff would spend 30-45 minutes per instance texting or speaking with his
14 managers/supervisors. Although Defendants required Plaintiff and class members to utilize
15 their personal cellular phones to carry out their work-related responsibilities, Defendants
16 failed to fully reimburse them for this cost.

17 120. Second, Defendants also had a company-wide policy of requiring Plaintiff and
18 class members to travel in their own personal vehicles to obtain mandatory drug testing and/or
19 physical examinations, but did not reimburse them for their travel expenses, including
20 mileage. For example, as described above, Plaintiff followed Defendants’ instructions,
21 traveled 10 miles roundtrip in his personal vehicle, and underwent the drug testing, but was
22 not reimbursed for his mileage to and from the medical clinic. Although Defendants required
23 Plaintiff and class members to undergo drug testing and/or physical examinations, Defendants
24 failed to reimburse them for these expenses.

25 121. Defendants could have provided Plaintiff and class members with the actual
26 tools for use on the job, such as company phones and company vehicles to be used for
27 fulfilling work-related tasks, or Defendants could have reimbursed employees for the costs of
28 their cellular phone, mileage, and travel expenses. Instead, Defendants passed these operating

1 costs off onto Plaintiff and class members.

2 122. Defendants' company-wide policy and/or practice of passing on their operating
3 costs to Plaintiff and class members violates California Labor Code section 2802. Defendants
4 have intentionally and willfully failed to reimburse Plaintiff and other class members for
5 necessary business-related expenses and costs.

6 123. Plaintiff and class members are entitled to recover from Defendants their
7 business-related expenses incurred during the course and scope of their employment, plus
8 interest.

9 **NINTH CAUSE OF ACTION**

10 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

11 **(Against all Defendants)**

12 124. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 125. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
15 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
16 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
17 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section
18 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for
19 violations of those Labor Code sections not found in section 2699.5, including sections 516,
20 1182.12, and 2810.5.

21 126. Defendants' conduct, as alleged herein, violates numerous sections of the
22 California Labor Code, including, but not limited to, the following:

23 (a) Violation of Labor Code sections 510, 1198, and the applicable IWC
24 wage order for Defendants' failure to compensate Plaintiff and other
25 aggrieved employees with all required overtime pay and failure to
26 properly calculate the overtime rates paid to Plaintiff and other
27 aggrieved employees, as alleged herein;

28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198,

1 and the applicable IWC wage order for Defendants' failure to
2 compensate Plaintiff and other aggrieved employees with at least
3 minimum wages for all hours worked, as alleged herein;

4 (c) Violation of Labor Code sections 226.7, 512, 516, 1198, and the
5 applicable IWC wage order for Defendants' failure to provide Plaintiff
6 and other aggrieved employees with meal periods, as alleged herein;

7 (d) Violation of Labor Code sections 226.7, 516, 1198, and the applicable
8 IWC wage order for Defendants' failure to authorize and permit
9 Plaintiff and other aggrieved employees to take rest periods, as alleged
10 herein;

11 (e) Violation of Labor Code sections 226(a), 1198, and the applicable IWC
12 wage order for failure to provide accurate and complete wage statements
13 to Plaintiff and other aggrieved employees, as alleged herein;

14 (f) Violation of Labor Code sections 1174(d), 1198, and the applicable
15 IWC wage order for failure to maintain payroll records as alleged
16 herein;

17 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all
18 earned wages upon termination as alleged herein;

19 (h) Violation of Labor Code section 204 for failure to pay all earned wages
20 during employment, as alleged herein;

21 (i) Violation of Labor Code section 222.5 for failure to compensate
22 Plaintiff and other aggrieved employees for mandatory physical
23 examinations and/or drug testing, as set forth below;

24 (j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
25 and other aggrieved employees for all business expenses necessarily
26 incurred, as alleged herein; and

27 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
28 provide written notice of information material to Plaintiff's and other

1 aggrieved employees' employment with Defendants, as set forth below.

2 127. At all relevant times herein, California Labor Code section 222.5 requires
3 employers to pay for the costs an employee incurs for obtaining any medical or physical
4 examination taken.

5 128. At all times relevant herein, Defendants implemented, on a company-wide
6 basis, an employer-imposed requirement that Plaintiff and other aggrieved employees undergo
7 mandatory physical examinations and/or drug tests, but required them to do so at their own
8 expense. As stated, Defendants had a company-wide policy requiring that all employees,
9 including Plaintiff and other aggrieved employees, travel to a specified medical clinic on their
10 own time and using their own personal vehicles to undergo physical examinations and/or drug
11 testing. At all times, Defendants were in control of scheduling the date and time for the
12 examination and/or testing, selecting the provider/clinic where the examination and/or testing
13 were to take place, and determining the scope of the examination and/or testing.

14 129. During the relevant time period, Plaintiff was instructed by Defendants to travel
15 to an urgent care center in Fresno, California, and obtain a drug test. Plaintiff followed
16 Defendants' instructions, traveled to the medical clinic Defendants selected, and underwent
17 the testing and/or physical examination. Plaintiff was required to travel to and from the
18 medical clinic selected by Defendants using his own vehicle. Plaintiff followed Defendants'
19 instructions and drove 10 miles roundtrip to and from the medical clinic designated by
20 Defendants, and then spent 2 and a half hours waiting at the medical clinic and undergoing the
21 requisite testing.

22 130. However, Defendants did not compensate Plaintiff and other aggrieved
23 employees for the time they spent traveling to and from the medical clinics, for the time they
24 spent undergoing the physical examinations and/or drug testing, or reimburse them for the
25 travel expenses they incurred getting to and from the medical clinics. Defendants' policy
26 and/or not paying for all costs Plaintiff and other aggrieved employees incurred obtaining the
27 physical examinations and/or drug testing is in violation of California Labor Code section
28 222.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties

1 pursuant to Labor Code sections 2699(a), (f), and (g).

2 131. California's Wage Theft Prevention Act was enacted to ensure that employers
3 provide employees with basic information material to their employment relationship at the
4 time of hiring, and to ensure that employees are given written and timely notice of any
5 changes to basic information material to their employment. Codified at California Labor
6 Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an
7 employer must provide written notice to employees containing basic and material payroll
8 information, including, among other things, the rate(s) of pay and basis thereof, whether paid
9 by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for
10 overtime, the regular payday designated by the employer, and any allowances claims as part
11 of the minimum wage, including meal or lodging allowances. Labor Code section
12 2810.5(a)(1)(A)-(C).

13 132. During the relevant time period, Defendants failed to provide Plaintiff and
14 other aggrieved employees with written notice that lists all the requisite information set forth
15 in Labor Code section 2810.5(a)(1)(A)-(C). Plaintiff and other aggrieved employees are
16 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
17 (g).

18 **TENTH CAUSE OF ACTION**

19 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

20 **Unlawful Business Practices**

21 **(Against all Defendants)**

22 133. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
23 and every allegation set forth above.

24 134. Defendants are "persons" as defined by California Business & Professions
25 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
26 and/or associations.

27 135. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
28 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has

1 suffered injury in fact and has lost money as a result of Defendants' unlawful business
2 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
3 meaning of Code of Civil Procedure section 1021.5.

4 136. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business &
6 Professions Code sections 17200, *et seq.*

7 137. A violation of California Business & Professions Code sections 17200, *et seq.*
8 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
9 policies and practices have violated state law in at least the following respects:

- 10 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
11 class members, to work overtime without paying them proper
12 compensation in violation of California Labor Code sections 510 and
13 1198 and the applicable IWC Order, as alleged herein;
- 14 (b) Failing to pay at least minimum wage to Plaintiff and class members in
15 violation of California Labor Code sections 1182.12, 1194, 1197,
16 1197.1, and 1198 and the applicable IWC Order, as alleged herein;
- 17 (c) Failing to provide uninterrupted meal periods to Plaintiff and class
18 members in violation of California Labor Code sections 226.7, 512(a),
19 516, 1198, and the applicable IWC Order, as alleged herein;
- 20 (d) Failing to authorize and permit Plaintiff and class members to take
21 uninterrupted rest periods in violation of California Labor Code sections
22 226.7, 516, 1198, and the applicable IWC Order, as alleged herein;
- 23 (e) Failing to provide Plaintiff and class members with accurate wage
24 statements and failing to maintain accurate payroll records in violation
25 of California Labor Code sections 226(a), 1174(d), 1198, and the
26 applicable IWC Order, as alleged herein;
- 27 (f) Failing timely to pay all earned wages to Plaintiff and class members in
28 violation of California Labor Code section 204 and the applicable IWC

Order, as alleged herein;

(g) Failing to pay Plaintiff and class members the costs of mandatory physical examinations and/or drug testing in violation of California Labor Code section 222.5, as set forth below;

(h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code sections 2802, as alleged herein; and

(i) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

138. At all relevant times herein, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any medical or physical examination taken.

139. At all times relevant herein, Defendants implemented, on a company-wide basis, an employer-imposed requirement that Plaintiff and class members undergo a mandatory drug test and/or physical examination, but required them to do so at their own expense. As stated, Defendants had a company-wide policy requiring that all employees, including Plaintiff and class members, travel to a specified medical clinic on their own time and using their own personal vehicles to undergo drug testing and/or physical examinations. At all times, Defendants were in control of scheduling the date and time for the drug testing and/or physical examinations, selecting the provider/clinic where the drug testing and/or physical examinations were to take place, and determining the scope of the drug testing and/or physical examinations.

140. During the relevant time period, Plaintiff was instructed by Defendants to travel to an urgent care center in Fresno, California, and obtain a drug test. Plaintiff followed Defendants' instructions, traveled to the medical clinic Defendants selected, and underwent the testing and/or physical examination. Plaintiff was required to travel to and from the medical clinic selected by Defendants using his own vehicle. Plaintiff followed Defendants'

1 instructions and drove 10 miles roundtrip to and from the medical clinic designated by
2 Defendants, and then spent 2 and a half hours waiting at the medical clinic and undergoing the
3 requisite testing.

4 141. However, Defendants did not compensate Plaintiff and class members for the
5 time they spent traveling to and from the medical facilities, for the time they spent undergoing
6 the drug testing and/or physical examinations, or reimburse them for the travel expenses they
7 incurred getting to and from the medical facilities. Defendants' policy and/or not paying for
8 all costs Plaintiff and class members incurred obtaining mandatory physical examinations
9 and/or drug testing is in violation of California Labor Code section 222.5.

10 142. At all relevant times herein, California's Wage Theft Prevention Act was
11 enacted to ensure that employers provide employees with basic information material to their
12 employment relationship at the time of hiring, and to ensure that employees are given written
13 and timely notice of any changes to basic information material to their employment. Codified
14 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
15 time of hiring, an employer must provide written notice to employees containing basic and
16 material payroll information, including, among other things, the rate(s) of pay and basis
17 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
18 including any rates for overtime, the regular payday designated by the employer, and any
19 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
20 Code § 2810.5(a)(1)(A)-(C).

21 143. At all relevant times, on information and belief, Defendants failed, on a
22 company-wide basis, to provide written notice to Plaintiff and class members that lists the
23 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
24 to provide Plaintiff and class members with written notice of basic information regarding their
25 employment with Defendants is in violation of Labor Code section 2810.5.

26 144. As a result of the violations of California law herein described, Defendants
27 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
28 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged

1 herein.

2 145. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
3 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
4 Defendants during a period that commences four years prior to the filing of this complaint; a
5 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
6 class members; and an award of attorneys' fees pursuant to California Code of Civil
7 Procedure section 1021.5 and other applicable laws; and an award of costs.

8 **ELEVENTH CAUSE OF ACTION**

9 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

10 **Unfair Business Practices**

11 **(Against all Defendants)**

12 146. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
13 and every allegation set forth above.

14 147. Defendants are “persons” as defined by California Business & Professions
15 Code sections 17201, as they are corporations, firms, partnerships, joint stock companies,
16 and/or associations.

17 148. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
18 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
19 injury in fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff
20 seeks to enforce important rights affecting the public interest within the meaning of Code of
21 Civil Procedure section 1021.5.

22 149. Defendants’ activities, namely Defendants’ company-wide practice and/or
23 policy of not paying Plaintiff and class members all meal and rest period premium wages due
24 to them under Labor Code section 226.7, deprived Plaintiff and class members of the
25 compensation guarantee and enhanced enforcement implemented by section 226.7. The
26 statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to
27 compensate employees, and secondarily to shape employer conduct. *Safeway, Inc. v. Superior*
28 *Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were

1 guaranteed to Plaintiff and class members as part of their employment with Defendants, and
2 thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
3 unfair business practice in violation of California Business & Professions Code sections
4 17200, *et seq.* (Id.)

5 150. A violation of California Business & Professions Code sections 17200, *et seq.*
6 may be predicated on any unfair business practice. In the instant case, Defendants' policies
7 and practices have violated the spirit of California's meal and rest break laws and constitute
8 acts against the public policy behind these laws.

9 151. Pursuant to California Business & Professions Code sections 17200 *et seq.*,
10 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
11 benefits implemented by section 226.7 withheld and retained by Defendants during a period
12 that commences four years prior to the filing of this complaint; a permanent injunction
13 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to
14 Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil
15 Procedure section 1021.5 and other applicable laws; and an award of costs.

16 **REQUEST FOR JURY TRIAL**

17 Plaintiff requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment
20 against Defendants, jointly and severally, as follows:

21 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
22 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
23 reserves the right to amend his prayer for relief to seek a different amount.

24 **Class Certification**

- 25 2. That this case be certified as a class action;
- 26 3. That Plaintiff be appointed as the representative of the Class and Subclass;
- 27 4. That counsel for Plaintiff be appointed as class counsel.

28 ///

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge, and decree that Defendants violated California
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to
4 pay all overtime wages due to Plaintiff and class members;

5 6. For general unpaid wages at overtime wage rates and such general and special
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due, or as otherwise provided by law;

9 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code section 1194(a); and

11 9. For such other and further relief as the Court may deem equitable and
12 appropriate.

13 **As to the Second Cause of Action**

14 10. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay
16 minimum wages to Plaintiff and class members;

17 11. For general unpaid wages and such general and special damages as may be
18 appropriate;

19 12. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due, or as otherwise provided by law;

21 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
22 California Labor Code section 1194(a);

23 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 15. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Third Cause of Action**

27 16. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 226.7, 512(a), 516, and 1198 and applicable IWC Wage Order(s) by

1 willfully failing to provide all meal periods to Plaintiff and class members;

2 17. That the Court make an award to the Plaintiff and class members of one (1)
3 hour of pay at each employee's regular rate of pay for each workday that a meal period was
4 not provided;

5 18. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 19. For premiums pursuant to California Labor Code section 226.7(b);

8 20. For pre-judgment interest on any unpaid meal period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 21. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 22. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fourth Cause of Action**

15 23. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7, 516, and 1198 and applicable IWC Wage Orders by willfully
17 failing to authorize and permit Plaintiff and class members to take all rest periods;

18 24. That the Court make an award to the Plaintiff and class members of one (1) hour
19 of pay at each employee's regular rate of pay for each workday that a rest period was not
20 authorized and permitted;

21 25. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 26. For premiums pursuant to California Labor Code section 226.7(b);

24 27. For pre-judgment interest on any unpaid rest period premiums from the date
25 such amounts were due, or as otherwise provided by law;

26 28. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

28 29. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and

1 appropriate.

2 **As to the Seventh Cause of Action**

3 42. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members
5 overtime wages, minimum wages, and/or meal and rest period premiums during their
6 employment;

7 43. For all actual, consequential and incidental losses and damages, according to
8 proof;

9 44. For statutory penalties according to proof pursuant to California Labor Code
10 section 210;

11 45. For pre-judgment interest on any unpaid wages from the date such amounts
12 were due, or as otherwise provided by law;

13 46. For attorneys' fees pursuant to California Code of Civil Procedure section
14 1021.5, or as otherwise provided by law; and

15 47. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Eighth Cause of Action**

18 48. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-
20 related expenses and costs incurred by Plaintiff and class members;

21 49. For unpaid business-related expenses and such general and special damages as
22 may be appropriate;

23 50. For pre-judgment interest on any unpaid business-related expenses from the
24 date such amounts were due, or as otherwise provided by law;

25 51. For all actual, consequential, and incidental losses and damages, according to
26 proof;

27 52. For attorneys' fees and costs pursuant to California Labor Code
28 section 2802(c), or as otherwise provided by law; and

1 53. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 **As to the Ninth Cause of Action**

4 54. That the Court declare, adjudge and decree that Defendants violated the
5 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
6 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
7 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512, 516, and
8 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
9 permit all rest periods); 226(a), 1174(d) and 1198 (by failing to provide accurate wage
10 statements and maintain accurate payroll records); 201, 202, 203 (by failing timely to pay all
11 earned wages upon termination); 204 (by failing timely to pay all earned wages during
12 employment); 222.5 (by failing to pay the costs of mandatory drug testing and/or physical
13 examinations); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to
14 provide written notice of information material to employment);

15 55. For civil penalties pursuant to California Labor Code sections 210, 226.3, 256,
16 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code
17 sections 201, 202, 203, 204, 222.5; 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
18 1197, 1197.1, 1198, 2802, and 2810.5;

19 56. For attorneys' fees and costs pursuant to California Labor Code section
20 2699(g)(1), and any and all other relevant statutes, for Defendant's violations of California
21 Labor Code sections 201, 202, 203, 204, 222.5; 226(a), 226.7, 510, 512(a), 516, 1174(d),
22 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

23 57. For pre-judgment and post-judgment interest as provided by law; and

24 58. For such other and further relief as the Court may deem equitable and
25 appropriate.

26 **As to the Tenth Cause of Action**

27 59. That the Court declare, adjudge and decree that Defendants' conduct of failing
28 to provide Plaintiff and class members all overtime wages due to them, failing to provide

1 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
2 class members all meal periods; failing to authorize and permit Plaintiff and class members to
3 take all rest periods, failing to provide Plaintiff and class members accurate and complete
4 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
5 failing timely to pay Plaintiff and class members all earned wages during employment, failing
6 to reimburse Plaintiff and class members for the costs of mandatory physical examinations
7 and/or drug testing, failing to reimburse Plaintiff and class members for business-related
8 expenses, and failing to provide written notice of information material to employment,
9 constitutes an unlawful business practice in violation of California Business and Professions
10 Code sections 17200, *et seq.*;

11 60. For restitution of unpaid wages to Plaintiff and all class members and
12 prejudgment interest from the day such amounts were due and payable;

13 61. For the appointment of a receiver to receive, manage and distribute any and all
14 funds disgorged from Defendants and determined to have been wrongfully acquired by
15 Defendants as a result of violations of California Business & Professions Code sections 17200
16 *et seq.*;

17 62. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
18 California Code of Civil Procedure section 1021.5; and

19 63. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Eleventh Cause of Action**

22 64. That the Court declare, adjudge and decree that Defendants' conduct of denying
23 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes
24 an unfair business practice in violation of California Business and Professions Code sections
25 17200, *et seq.*;

26 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
27 from Plaintiff and class members and prejudgment interest from the day such amounts were
28 due and payable;

1 66. For the appointment of a receiver to receive, manage and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections 17200
4 *et seq.*;

5 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1021.5;

7 68. For pre-judgment and post-judgment interest as provided by law; and

8 69. For such other and further relief as the Court may deem equitable and
9 appropriate.

10
11 Dated: August 19, 2020

Respectfully submitted,

Capstone Law APC

12
13
14 By: 

15 Bevin Allen Pike
16 Orlando Villalba
17 Joseph Hakakian

18 Attorneys for Plaintiff Ryan Smith
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EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

MAO SHIOKURA
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March 5, 2020

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/266>)

Subject: *Ryan Smith v. Grundfos Pumps Manufacturing Corporation, et al.*

Dear PAGA Administrator:

This office represents Ryan Smith in connection with his claims under the California Labor Code. Mr. Smith was an employee of GRUNDFOS PUMPS MANUFACTURING CORPORATION; GRUNDFOS AMERICAS CORPORATION; GRUNDFOS CBS, INC.; GRUNDFOS PUMPS CORPORATION; and/or GRUNDFOS US HOLDING CORPORATION. For the purpose of this letter, Mr. Smith collectively refers to these entities as "GRUNDFOS."

The employer may be contacted directly at the address below:

GRUNDFOS PUMPS
MANUFACTURING CORPORATION
5900 E. SHIELDS AVE.
FRESNO CA 93727

GRUNDFOS AMERICAS
CORPORATION
3905 ENTERPRISE CT
AURORA IL 60504

GRUNDFOS CBS, INC.
902 KOOMEY ROAD
BROOKSHIRE TX 77423

GRUNDFOS PUMPS CORPORATION
9300 LOIRET BLVD
LENEXA KS 66219

GRUNDFOS US HOLDING
CORPORATION
9300 LOIRET BLVD.
LENEXA KS 66219

Mr. Smith intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Smith seeks relief on behalf of himself, the State of California, and other persons who are or were employed by GRUNDFOS in California as a non-exempt, hourly paid employee and who received at least one wage statement

(“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GRUNDFOS employed Mr. Smith as a non-exempt, hourly paid Carousel Department - Team Leader from approximately August 2019 to October 2019. Mr. Smith worked for GRUNDFOS out of its manufacturing facility in Fresno, California. During his employment, Mr. Smith typically worked eight (8) hours or more per day, four (4) to five (5) days per week, from 7:00 a.m. to 3:30 p.m. Mr. Smith’s primary job duties included, without limitation, cleaning (sweeping, mopping, and pressure washing) and organizing the Carousel Room area where GRUNDFOS manufactured machinery housing, as well as preparing daily productivity reports.

GRUNDFOS has committed one or more of the following Labor Code violations against Mr. Smith, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

GRUNDFOS’s Company-Wide and Uniform Payroll and HR Practices

GRUNDFOS PUMPS MANUFACTURING CORPORATION; GRUNDFOS AMERICAS CORPORATION; GRUNDFOS PUMPS CORPORATION; and GRUNDFOS US HOLDING CORPORATION are California corporations, while GRUNDFOS CBS, INC. is a Delaware corporation. GRUNDFOS is a Danish pump manufacturer, producing more than 16 million circulator pumps (UP), submersible pumps (SP), and centrifugal pumps (CR) per year. GRUNDFOS also produces electric motors and other electronic controls for pumps and other systems. Upon information and belief, GRUNDFOS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fresno, California, for all non-exempt, hourly paid employees working for GRUNDFOS in California, including Mr. Smith and other aggrieved employees. At all relevant times, GRUNDFOS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Smith and other aggrieved employees, regardless of their location or position.

Upon information and belief, GRUNDFOS maintains a centralized Payroll department at its corporate headquarters in Fresno, California, which processes payroll for all non-exempt, hourly paid employees working for GRUNDFOS in California, including Mr. Smith and other aggrieved employees. Further, GRUNDFOS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Smith and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, GRUNDFOS utilized the same methods and formulas when calculating wages due to Mr. Smith and other aggrieved employees in California.

¹ These facts, theories, and claims are based on Mr. Smith’s experience and counsel’s review of those records currently available relating to Mr. Smith’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Smith reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

GRUNDFOS willfully failed to pay all overtime wages owed to Mr. Smith and other aggrieved employees. During the relevant time period, Mr. Smith and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, GRUNDFOS had a policy and/or practice of discouraging and impeding Mr. Smith and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. On information and belief, this policy of limiting overtime, coupled with GRUNDFOS’s understaffing and assigning heavy workloads (*see infra*), led Mr. Smith and other aggrieved employees to work off-the-clock before or after their scheduled shift times in order to complete their assigned tasks. For example, Mr. Smith arrived to work up to 10-15 minutes early and started performing work immediately, such as checking in and discussing the day’s goals and assignments with other employees, but he did not clock in until his designated shift start-time. Prior to clocking in at the start of his scheduled shift or after clocking out, Mr. Smith would also receive text messages and phone calls on his personal cellular phone from his supervisors regarding recapping the day or upcoming assignments. Thus, GRUNDFOS failed to track this time spent working before and after scheduled shifts, and Mr. Smith and other aggrieved employees received no compensation for this time.

Second, during the relevant time period, GRUNDFOS had, and continues to have, a company-wide policy and/or practice of understaffing its worksites while assigning heavy workloads and/or quotas, resulting in a failure to provide Mr. Smith and other aggrieved employees with adequate meal period coverage. On information and belief, GRUNDFOS imposed quotas on employees to meet production metrics. As a result of this lack of meal period coverage, Mr. Smith and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Smith and other aggrieved employees were required to perform their duties during unpaid meal periods, such as handling production line issues or getting other assignments from GRUNDFOS’s supervisors, or would have their meal periods interrupted to complete such work-related tasks. Thus, Mr. Smith and other aggrieved employees missed or had meal periods interrupted in order to complete their assigned workloads. GRUNDFOS did not pay Mr. Smith and other aggrieved employees for the time they continued to perform tasks during meal periods.

Third, GRUNDFOS, on a company-wide basis, had a practice of failing to schedule meal periods, which further caused Mr. Smith and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result of this policy and/or practice, Mr. Smith and other aggrieved employees were required to work through and/or to return early from meal periods, in order to complete their assigned tasks. Thus, Mr. Smith and other aggrieved employees performed work during meal periods for which they were not paid.

Fourth, GRUNDFOS has a policy and/or practice of requiring that Mr. Smith and/or other aggrieved employees carry a radio at all times in order to respond to calls from supervisors and management, even during unpaid meal periods. GRUNDFOS's supervisors and management contacted Mr. Smith and/or other aggrieved employees on their radios during their meal periods. As a result, Mr. Smith and/or other aggrieved employees were not afforded timely, uninterrupted thirty (30) minute meal periods during shifts in which they were entitled to receive meal periods.

GRUNDFOS knew or should have known that, as a result of these company-wide practices and/or policies, Mr. Smith and other aggrieved employees were performing their assigned duties during their meal periods and performing work off-the-clock before or after their shifts, and were suffered or permitted to perform work for which they were not paid. GRUNDFOS also knew, or should have known, that it did not compensate Mr. Smith and other aggrieved employees applicable overtime rates of pay for overtime hours that they worked.

Because Mr. Smith and other aggrieved employees regularly worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Smith and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked. GRUNDFOS's failure to pay Mr. Smith and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198.

Furthermore, GRUNDFOS did not pay other aggrieved employees the correct overtime rates for the recorded overtime hours that they generated. In addition to an hourly wage, GRUNDFOS paid other aggrieved employees shift differentials, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GRUNDFOS failed to incorporate all remunerations, including shift differentials, incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, GRUNDFOS failed to pay all overtime wages by paying a lower overtime rate than required.

Mr. Smith and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 1 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is

suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11010(2)(G) (defining “Hours Worked”).

As set forth above, during the relevant time period, as a result of GRUNDFOS’s policy of limiting the amount of overtime employees could accrue by discouraging and impeding Mr. Smith and other aggrieved employees from recording hours worked that were outside of their scheduled shifts, Mr. Smith and other aggrieved employees were required to work off-the-clock before and/or after their scheduled shift start and end times to complete assigned job duties. And, as stated above, due to GRUNDFOS’s policy and/or practice of understaffing while assigning heavy workloads and failure to schedule meal periods, Mr. Smith and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Additionally, as stated, due to GRUNDFOS’s requirement that employees carry their radios at all times, Mr. Smith and/or other aggrieved employees had their meal periods interrupted by work in order to respond to calls from supervisors or management.

Moreover, GRUNDFOS maintained and implemented a company-wide policy of requiring all employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. At all times, GRUNDFOS was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. For example, GRUNDFOS gave Mr. Smith strict instructions to obtain a drug test, and Mr. Smith underwent the testing for the sole benefit of GRUNDFOS. Mr. Smith followed GRUNDFOS’s instructions and traveled approximately 10 miles roundtrip to and from the medical facility designated by GRUNDFOS, an urgent care center in Fresno, California, and spent 2 and a half hours waiting at the medical facility and undergoing the requisite testing. However, GRUNDFOS did not compensate Mr. Smith and other aggrieved employees for the time they spent traveling to and from the medical facilities and undergoing the mandatory drug testing and/or physical examinations.

Thus, GRUNDFOS did not pay minimum wages for all hours worked by Mr. Smith and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, GRUNDFOS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, GRUNDFOS regularly failed to pay at least minimum wages to Mr. Smith and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Mr. Smith and other aggrieved employees are therefore entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal and rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30)

minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, GRUNDFOS had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads and/or quotas for fulfilling assignments. Additionally, as stated, GRUNDFOS had a company-wide practice of failing to schedule meal periods, which further caused Mr. Smith and other aggrieved employees to not be relieved of their duties for compliant meal periods. Furthermore, as mentioned above, GRUNDFOS's requirement that employees carry radios at all times also prevented Mr. Smith and/or other aggrieved employees from taking compliant meal periods.

GRUNDFOS's practice of understaffing, assigning heavy workloads and/or quotas, and failure to schedule meal periods, prevented Mr. Smith and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Smith and other aggrieved employees would be forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted and/or had to forgo their meal periods altogether. For example, during his employment, Mr. Smith would start his meal periods late due to production line issues or would have his meal periods interrupted by his supervisors wanting to discuss various assignments.

Additionally, GRUNDFOS did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Smith and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, GRUNDFOS had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. GRUNDFOS took the position that non-exempt, hourly paid employees had waived their rights to meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Specifically, GRUNDFOS's "Meal Period Waiver Form" provides that the waiver remains in effect until the employee provides his or her revocation in writing: "This waiver will remain in effect until I revoke this waiver in writing." GRUNDFOS's company-wide use of blanket meal period waivers signed at or near the time of hire and imposition of the burden on employees to revoke the waivers in writing discouraged and impeded Mr. Smith and other aggrieved employees from taking all meal periods to which they were entitled. And, GRUNDFOS's presumption that second meal periods would not be provided for shifts in excess of ten (10) hours but less than twelve (12) hours due to blanket meal period waivers discouraged other aggrieved employees from taking second meal periods.

What's more, an employer's obligation to provide a meal break is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53

Cal. 4th at 1039 (“If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.”).

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay. *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)).

Further, under Labor Code section 512(a) and the applicable IWC Wage Order, employees may waive their second meal periods only if they took their first meal period. That GRUNDFOS requires aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because GRUNDFOS’s obligation to provide Mr. Smith and other aggrieved employees with meal periods did not arise until it had employed them for a full five (5) hours.

As a result of GRUNDFOS’s practices and/or policies, Mr. Smith and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and, at times, had their meal periods interrupted, and/or had to forgo their meal periods altogether. GRUNDFOS knew or should have known that as a result of its policies, Mr. Smith and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. GRUNDFOS further knew or should have known that it did not pay Mr. Smith and other aggrieved employees meal period premium wages when meal periods were missed, late, short, and/or interrupted.

GRUNDFOS also has engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Smith and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that GRUNDFOS did pay meal period premium wages to other aggrieved employees, it did so at the incorrect rates. Because GRUNDFOS did not properly calculate other aggrieved employees’ regular rates of pay by including all remunerations, such as shift differentials, incentive pay, and/or nondiscretionary bonuses, any premiums paid for meal period violations were also paid at an incorrect rate and resulted in an underpayment of meal period premium wages.

Accordingly, GRUNDFOS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512, 516, and 1198. Mr. Smith and other aggrieved employees are therefore entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time

per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, GRUNDFOS regularly failed to authorize and permit Mr. Smith and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, GRUNDFOS’s company-wide practices, including assigning heavy workloads and quotas, prevented Mr. Smith and other aggrieved employees from being relieved of all duty to take compliant rest periods. Additionally, GRUNDFOS failed to schedule rest periods, which, coupled with GRUNDFOS’s failure to provide adequate rest period coverage, further led to Mr. Smith and other aggrieved employees not being authorized and permitted to take compliant rest periods. Moreover, on information and belief, Mr. Smith and other aggrieved employees were assigned company-issued radios and were expected to carry and respond to them at all times, including during rest periods.

Furthermore, GRUNDFOS maintained and implemented a company-wide practice and/or policy requiring that Mr. Smith and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Smith and other aggrieved employees were restricted from leaving the work premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes. Thus, GRUNDFOS effectively maintained control over Mr. Smith and other aggrieved employees during rest periods, and, as a result of this rest period policy, GRUNDFOS did not relinquish control over Mr. Smith and other aggrieved employees during rest periods.

As a result of GRUNDFOS’s practices and policies, Mr. Smith and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Smith missed his rest periods or had them cut short or interrupted, due to GRUNDFOS’s policy of assigning heavy workloads and GRUNDFOS’s managers approaching him to discuss work duties. Mr. Smith also took his rest periods late due to GRUNDFOS’s understaffing and lack of rest period coverage.

GRUNDFOS also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Smith and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that GRUNDFOS did pay rest period premium wages to other aggrieved employees, it did so at the incorrect rates. Because GRUNDFOS did not properly calculate other aggrieved employees’ regular rates of pay by including all forms of compensation, such as shift differentials, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, any premiums paid for rest period violations were also paid at an incorrect rate and resulted in an underpayment of rest period premium wages.

Accordingly, GRUNDFOS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Smith and other aggrieved employees are therefore

entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. GRUNDFOS has not provided Mr. Smith and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wages statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, GRUNDFOS has knowingly and intentionally provided Mr. Smith and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, GRUNDFOS issued uniform wage statements to Mr. Smith and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the correct name of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, GRUNDFOS violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because GRUNDFOS did not record the time Mr. Smith and other aggrieved employees spent working off-the-clock, GRUNDFOS did not list the correct amount of gross wages and net wages earned by Mr. Smith and other aggrieved employees, in compliance with section 226(a)(1) and 226(a)(5), respectively. For the same reason, GRUNDFOS failed to accurately list the total number of the hours worked by Mr. Smith and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because GRUNDFOS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, GRUNDFOS did not list the correct amount of gross wages earned by other aggrieved employees in compliance with section 226(a)(1) and did not list the correct amount of net wages earned by other aggrieved employees in violation of section 226(a)(5). GRUNDFOS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay and correct rates of pay for premium wages, in violation of section 226(a)(9).

Third, and separate from these violations, GRUNDFOS issued uniform wage statements to Mr. Smith and other aggrieved employees that failed to correctly list the name of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. Mr. Smith's and other aggrieved employees' wage statements list the

entity "GRUNDFOS MANUFACTURING CORPORATION," but, according to the California Secretary of State's website, there is no such entity by that name. However, a similarly named entity, "GRUNDFOS PUMPS MANUFACTURING CORPORATION," is listed on the California Secretary of State's website with the same address 5900 E. Shields Avenue, Fresno, CA 93727. See *example paystub below*.

CO	FILE	DEPT	CLOCK	WHR	HO
053-0001					
GRUNDFOS MANUFACTURING CORPORATION					
5900 E. SHIELDS AVENUE					
FRESNO, CA 93727					

Earnings Statement



Period Beginning: 09/22/2019
Period Ending: 09/28/2019
Pay Date: 10/04/2019

Taxable Marital Status:
Federal: [REDACTED]

RYAN JOSEPH SMITH

Exemptions/Allowances:
Federal: [REDACTED]

The wage statement deficiencies also include, without limitation, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the address of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall ... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments..." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), GRUNDFOS willfully failed to maintain accurate payroll records for Mr. Smith and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. At all relevant times, as stated, GRUNDFOS engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Smith and other aggrieved employees. Furthermore, in light of GRUNDFOS's failure to provide other aggrieved employees with second 30-minute meal periods to

which they were entitled, GRUNDFOS kept no records of meal start and end times for second meal periods.

Because GRUNDFOS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Smith and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Smith and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Smith and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, GRUNDFOS failed to pay Mr. Smith and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, within any time period specified by California Labor Code section 204.

Mr. Smith and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

GRUNDFOS willfully failed to pay Mr. Smith and other aggrieved employees who are no longer employed by GRUNDFOS all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premium wages, either at the time of discharge, or

within seventy-two (72) hours of their leaving GRUNDFOS's employ in violation of California Labor Code sections 201, 202, and 203.

Mr. Smith and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination.

During the relevant time period, GRUNDFOS implemented, on a company-wide basis, an employer-imposed requirement that Mr. Smith and other aggrieved employees undergo mandatory drug tests and/or physical examinations, but required them to do so at their own expense. As stated, GRUNDFOS had a company-wide policy requiring that Mr. Smith and other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, GRUNDFOS was in control of scheduling the date and time for the drug testing and/or physical examinations, selecting the provider/facility where the drug testing and/or physical examinations were to take place, and determining the scope of the drug test and/or physical examinations.

For example, Mr. Smith was instructed by GRUNDFOS to travel to an urgent care center in Fresno, California, and obtain a drug test. Mr. Smith followed GRUNDFOS's instructions, traveled to the medical facility GRUNDFOS selected, and underwent the testing and/or physical examination. Mr. Smith was required to travel to and from the medical facility selected by GRUNDFOS using his own vehicle. Mr. Smith followed GRUNDFOS's instructions and drove 10 miles roundtrip to and from the medical facility designated by GRUNDFOS, and then spent 2 and a half hours waiting at the medical facility and undergoing the requisite testing.

However, GRUNDFOS did not compensate Mr. Smith and other aggrieved employees for the time they spent traveling to and from their drug tests and/or physical examinations, or for the time they spent undergoing the testing and/or examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. GRUNDFOS's policy and/or practice of not paying for all costs and Mr. Smith and other aggrieved employees incurred obtaining mandatory drug tests and/or physical examinations violates California Labor Code section 222.5.

Mr. Smith and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2)

times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, GRUNDFOS, on a company-wide basis, required that Mr. Smith and other aggrieved employees use their own personal cellular phones and/or cellular data to carry out their job duties, but failed to reimburse them for the costs of their work-related cellular phone expenses. Mr. Smith and other aggrieved employees were required to use their personal cellular phones to complete their work-related tasks, such as discussing upcoming work assignments or recapping prior assignments with GRUNDFOS’s managers. Mr. Smith would spend 30-45 minutes per instance texting or speaking with his managers/supervisors. Although GRUNDFOS required Mr. Smith and other aggrieved employees to utilize their personal cellular phones to carry out their work-related responsibilities, GRUNDFOS failed to fully reimburse them for this cost.

Second, GRUNDFOS also had a company-wide policy of requiring Mr. Smith and other aggrieved employees to travel in their own personal vehicles to medical facilities to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. For example, as stated, Mr. Smith followed GRUNDFOS’s instructions, traveled 10 miles roundtrip in his personal vehicle, and underwent the drug testing, but was not reimbursed for his mileage to and from the medical facility. Although GRUNDFOS required Mr. Smith and other aggrieved employees to undergo the drug testing and/or physical examinations, GRUNDFOS never reimbursed them for these travel expenses.

Third, GRUNDFOS, on a company-wide basis, mandated that Mr. Smith and other aggrieved employees purchase special safety shoes such as steel-toed boots, which they were required to wear while at work. Mr. Smith and/or other aggrieved employees purchased steel-toed boots to wear inside GRUNDFOS’s facilities, but were not reimbursed fully for these costs.

GRUNDFOS could have provided Mr. Smith and other aggrieved employees with the actual tools for use on the job, such as company phones, company vehicles, and steel-toed boots to be used for fulfilling work-related tasks, or could have reimbursed employees for the costs of their cellular phone usage, travel, mileage, and boots. Instead, GRUNDFOS passed these operating costs off onto Mr. Smith and other aggrieved employees.

Thus, GRUNDFOS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Smith and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective

January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

GRUNDFOS failed to provide Mr. Smith and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). GRUNDFOS's failure to provide Mr. Smith and other aggrieved employees with written notice of basic information regarding their employment with GRUNDFOS is in violation of Labor Code section 2810.5.

Mr. Smith and other aggrieved employees are therefore entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Personal Protective Equipment

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

GRUNDFOS, on a company-wide basis, failed to provide Mr. Smith and/or other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that GRUNDFOS required employees to wear certain personal protective equipment, including steel-toed boots, GRUNDFOS failed to provide such reasonably necessary equipment to Mr. Smith and/or other aggrieved employees to keep them safe.

GRUNDFOS's failure to provide Mr. Smith and other aggrieved employees with basic personal protective equipment for the workplace violates Labor Code sections 6401 and 6403. Mr. Smith and/or other aggrieved employees are therefore entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." GRUNDFOS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Smith's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Smith seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Smith, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against GRUNDFOS for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512, 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Smith seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Mao Shiokura
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Mao Shiokura", with a stylized flourish at the end.

Mao Shiokura

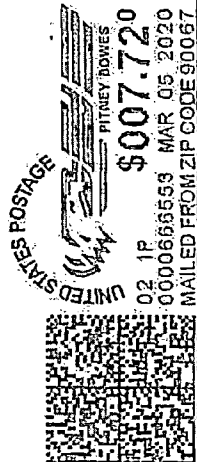
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GRUNDFOS AMERICAS CORPORATION (via U.S. Certified Mail); GRUNDFOS CBS, INC. (via
U.S. Certified Mail); GRUNDFOS PUMPS CORPORATION (via U.S. Certified Mail);
GRUNDFOS US HOLDING CORPORATION (via U.S. Certified Mail)

one
AW APC
Park East, Ste 1000
CA 90067

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MANUFACTURING CORPORATION
5900 E. SHIELDS AVE
FRESNO CA 93727



9590 9403 0424 5163 3656 00

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GRUNDFOS PUMPS MANUFACTURING
CORPORATION
5900 E. SHIELDS AVE.
FRESNO CA 93727



For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

Sent To

GRUNDFOS PUMPS

Street and Apt. No., or P.O. Box No.

MANUFACTURING CORPORATION

City, State, ZIP+4®

5900 E. SHIELDS AVE

FRESNO CA 93727

PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions

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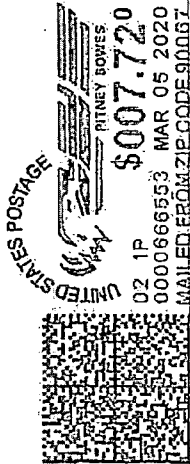
Smith v. Grundfos
Pumps Manufactu
Corp.

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Park East, Ste 1000
A 90067



7019 0700 0001 7653 1742



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1. Article Addressed to:

GRUNDFOS CBS, INC.
902 KOOMEY ROAD
BROOKSHIRE TX 77423



9590 9403 0424 5163 3655 94

2. Article Number (Transfer from service label)

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- ☐ Addressee

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C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

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3. Service Type

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- ☐ Collect on Delivery Restricted Delivery
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- ☐ Priority Mail Express®
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- ☐ Registered Mail Restricted Delivery
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- ☐ Signature Confirmation™
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Domestic Return Receipt

GRUNDFOS CBS, INC.
902 KOOMEY ROAD
BROOKSHIRE TX 77423



For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

\$ 3.50

Extra Services & Fees (check box, add fee as appropriate)

- ☒ Return Receipt (hardcopy) \$ 2.80
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.42

Total Postage and Fees

\$ 7.72

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GRUNDFOS CBS, INC.
Street and Apt. No., or P.O. Box No. 902 KOOMEY ROAD
City, State, ZIP+4® BROOKSHIRE TX 77423

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Smith v. Grundfos
CBS, Inc.

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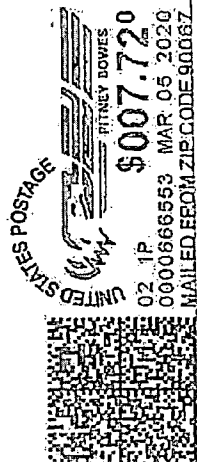
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GRUNDFOS US HOLDING CORPORATION
9300 LOIRET BLVD.
LENEXA KS 66219



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9300 LOIRET BLVD
LENEXA KS 66219



9590 9403 0424 5163 3655 87

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☐ No

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- ☐ Adult Signature Restricted Delivery
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- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail[®]
- ☐ Insured Mail Restricted Delivery (over \$500)

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

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Extra Services & Fees (check box, add fee as appropriate)	
☒ Return Receipt (hardcopy) \$ 2.60	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$ 1.42	
Total Postage and Fees \$ 7.72	
Sent To GRUNDFOS US HOLDING CORPORATION	
Street and Apt. No., or P.O. Box No. 9300 LOIRET BLVD.	
City, State, ZIP+4 [®] LENEXA KS 66219	
PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions	

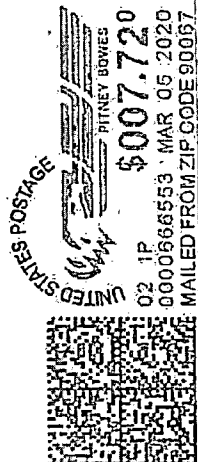
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Park East, Ste 1000
CA 90067

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1. Article Addressed to:
GRUNDFOS AMERICAS CORPORATION
3905 ENTERPRISE CT.
AURORA IL 60504

2. Article Number (Transfer from service label)
7019 0700 0001 7653 1766

PS Form 3811, April 2015 PSN 7530-02-000-9053

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A. Signature ☐ Agent ☐ Addressee
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B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
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3. Service Type ☐ Priority Mail Express®
☐ Adult Signature ☐ Registered Mail™
☐ Adult Signature Restricted Delivery ☐ Registered Mail Restricted Delivery
☒ Certified Mail® ☐ Return Receipt for Merchandise
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail (over \$500)

Domestic Return Receipt

GRUNDFOS AMERICAS CORPORATION
 3905 ENTERPRISE CT
 AURORA IL 60504

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Extra Services & Fees (check box, add fees as appropriate)
☒ Return Receipt (hardcopy) \$ **2.60**
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage
 \$ **1.42**

Total Postage and Fees
 \$ **7.72**

Sent To **GRUNDFOS AMERICAS CORPORATION**
3905 ENTERPRISE CT.
AURORA IL 60504

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Smith v. Grundfos Americas Corporation

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7019 0700 0001 7653 1773

ne
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Park East, Ste 1000
CA 90067



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1. Article Addressed to:

GRUNDFOS PUMPS
CORPORATION
9300 LOIRET BLVD
LENEXA KS 66219



9590 9403 0424 5163 3655 49

2. Article Number (Transfer from service label)

7019 0700 0001 7653 1773

PS Form 3811, April 2015 PSN 7530-02-000-9053

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- ☐ 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

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- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

GRUNDFOS PUMPS CORPORATION
9300 LOIRET BLVD
LENEXA KS 66219

7019 0700 0001 7653 1773

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For delivery information, visit our website at www.usps.com	
OFFICIAL USE	
Certified Mail Fee	\$ 3.50
Extra Services & Fees (check box, add fees as appropriate)	
☒ Return Receipt (hardcopy)	\$ 2.50
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$ 1.42
Total Postage and Fees	\$ 7.72
Sent To	GRUNDFOS PUMPS CORPORATION
Street and Apt. No., or P.O. Box No.	9300 LOIRET BLVD
City, State, ZIP+4®	LENEXA KS 66219
PS Form 3800, April 2015 PSN 7530-02-000-9053 See Reverse for Instructions	

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Smith v. Grundfos
Pumps Corporation

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:

GRUNDFOS PUMPS
MANUFACTURING CORPORATION
5900 E. SHIELDS AVE.
FRESNO CA 93727



9590 9403 0424 5163 3656 00

2. Article Number, (Transfer from service label)

7019 0700 0001 7653 1735

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature] ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

3-9

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

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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:

GRUNDFOS PUMPS
CORPORATION
9300 LOIRET BLVD
LENEXA KS 66219



9590 9403 0424 5163 3655 49

2. Article Number (Transfer from service label)

7019 0700 0001 7653 1773

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Alycia Bengi

C. Date of Delivery

63/09/20

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
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

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:

GRUNDFOS US HOLDING
CORPORATION
9300 LOIRET BLVD.
LENEXA KS 66219



9590 9403 0424 5163 3655 87

2. Article Number (Transfer from service label)

7019 0700 0001 7653 1759

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Kim Lawrence

C. Date of Delivery

3/12

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
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, April 2015 PSN 7530-02-000-9053

Domestic Return Receipt

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:

GRUNDFOS CBS, INC.
902 KOOMEY ROAD
BROOKSHIRE TX 77423



9590 9403 0424 5163 3655 94

2. Article Number (Transfer from service label)

7019 0700 0001 7653 1742

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X**

- ☐ 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 | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Return Receipt for Merchandise |
| ☐ Collect on Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery Restricted Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

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:
**GRUNDFOS AMERICAS
 CORPORATION
 3905 ENTERPRISE CT
 AURORA IL 60504**



9590 9403 0424 5163 3655 70

2. Article Number (Transfer from service label)

7019 0700 0001 7653 1766

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY:

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?
 If YES, enter delivery address below:

☐ Yes

☐ 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
- ☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **August 19, 2020**, I served the document(s) described as: **JOINT STIPULATION FOR AN ORDER GRANTING PLAINTIFF LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action by sending [] the original [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

MICHAEL J. NADER, SBN 200425
michael.nader@ogletreedeakins.com

PAUL M. SMITH, SBN 306644

paul.smith@ogletree.com

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

500 Capitol Mall, Suite 2500

Sacramento, CA 95814

Telephone: 916-840-3150

Facsimile: 916-840-3159

Attorneys for Defendants

GRUNDFOS PUMPS MANUFACTURING
CORPORATION; GRUNDFOS AMERICAS
CORPORATION; GRUNDFOS PUMPS
CORPORATION; and GRUNDFOS US
HOLDING CORPORATION

() **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

() **BY FAX TRANSMISSION:** At or before 5:00 pm, I caused said document(s) to be transmitted by facsimile. The name(s) and facsimile machine telephone number(s) of the person(s) served are set forth in the service list. The document was transmitted by facsimile transmission, and the sending facsimile machine properly issued a transmission report confirming that the transmission was complete and without error.

() **BY PERSONAL SERVICE:** I caused delivery of the document(s), enclosed in a sealed envelope, by hand via ProLegal Network to the offices of the addressee(s) named herein.

(X) **BY ELECTRONIC SERVICE:** Pursuant to Court Order, I hereby certify that I caused a true and correct copy of the document(s) listed above to be served electronically on counsel of record via transmission to an electronic service provider (One Legal eService).

() **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

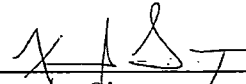
///

1 (X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
2 California, by e-mail delivery on the parties listed herein at their most recent known e-
3 mail address or e-mail of record in this action.

4 Executed on **August 19, 2020**, at Los Angeles, California.

5 Xochitl Tapia

Type or Print Name


Signature