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on behalf of herself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

NICOLE PANER, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SCIENTIFIC SPECIALTIES, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendants.

Case No.

COMPLAINT

Assigned for All Purposes To:

Hon.

Dept.:

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Pay All Wages Owed,**
- 2) **Failure to Pay Overtime;**
- 3) **Failure to Provide Lawful Meal Periods;**
- 4) **Failure To Authorize And Permit Rest Periods;**
- 5) **Failure to Timely Pay Wages Owed Upon Separation From Employment;**
- 6) **Failure to Furnish Accurate Itemized Wage Statements;**
- 7) **Failure to Timely Pay Wages During Employment;**
- 8) **Violation of the Unfair Competition Law;**
- 9) **Failure to Reimburse Necessary Expenses;**

DEMAND FOR JURY TRIAL

1 Plaintiff NICOLE PANER (“Plaintiff”), an individual, asserts claims against defendant
2 SCIENTIFIC SPECIALTIES, INCORPORATED, a California Corporation, and DOES 1-50,
3 inclusive (collectively “Defendants”) as follows:

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
6 on behalf of Plaintiff and any and all persons who are or were employed by Defendants as non-
7 exempt employees, however titled, in the State of California within four (4) years prior to the filing
8 of the Complaint in this action until the resolution of this lawsuit and whose job duties did not
9 consist of over 50% administrative, executive or professional duties (collectively referred to as the
10 “Class” or “Class Members” or “Non-Exempt Employees”).

11 2. During the “relevant period,” Defendants consistently maintained and enforced
12 against its Non-Exempt Employees unlawful practices and policies in violation of California state
13 wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members
14 for all hours worked, including minimum wages and overtime; unlawfully rounding employee
15 hours worked; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at
16 the employee’s regular rate of pay when legally mandated meal or rest periods were not lawfully
17 provided; failing to accurately pay overtime; failing to reimburse necessary expenses; failing to
18 timely pay wages owed upon separation from employment; failing to provide accurate itemized
19 wage statements; and failing to keep accurate records.

20 3. Defendants implemented uniform policies and practices that deprived Plaintiff and
21 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
22 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

23 4. Such actions and policies, as described above and further herein, were and continue
24 to be in violation of the California Labor Code. Plaintiff, on behalf of herself and all Class members,
25 bring this action pursuant to the California Labor Code, including without limitation sections 201,
26 202, 203, 204, 210, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1194,
27 1194.2, 1195, 1197, 1198, 2802, applicable IWC California Wage Orders and California Code of
28 Regulations, Title 8, section 11000 *et seq.*, to seek unpaid wages, unpaid meal and rest period

1 compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys'
2 fees and costs.

3 5. Plaintiff, on behalf of herself and others similarly situated, pursuant to Business and
4 Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to
5 pay to Plaintiff and Class Members all of their wages, including minimum wages, overtime and
6 premium wages, and unreimbursed expenses.

7 **JURISDICTION AND VENUE**

8 6. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
9 employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary
10 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
11 California Superior Court and will be established according to proof at trial.

12 7. This Court has jurisdiction over this action pursuant to the California Constitution
13 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
14 those given by statute to other courts. The statutes under which this action is brought do not give
15 jurisdiction to any other court.

16 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

18 9. This Court has jurisdiction over Defendants because, upon information and belief,
19 each Defendant is either a resident of California, has sufficient minimum contacts in California, or
20 otherwise intentionally avails itself 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 and
22 substantial justice. Defendants have done and are doing business throughout California.

23 10. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
24 similarly situated Non-Exempt Employees within San Joaquin County and it is believed that
25 Defendants have employed over five hundred Class Members as Non-Exempt Employees
26 throughout the state.

27 11. The California Superior Court also has jurisdiction in this matter because the
28 individual claims of the Class Members described herein are presently believed to be under the

seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

12. Venue is proper in this Court because one or more of the Defendants reside, transact business, or have offices in this County, and the acts or omissions alleged herein took place in this County.

PARTIES

13. Scientific Specialties, Incorporated is a California corporation in good standing that is authorized to do business throughout the state. The company's headquarters are located in Lodi, California

14. Defendants manufacture, produce, package and transport medical/laboratory supplies and other high-quality plasticware for use in life science applications.

15. Plaintiff Nicole Paner is and during the relevant period has been, a resident of the State of California.

16. Plaintiff was employed by Defendants during the relevant period as a non-exempt employee. Specifically, Plaintiff was a packaging employee for Defendants.

17. Plaintiff and the members of the putative class were employed by Defendants as non-exempt employees, however titled, during the relevant period.

18. Whenever in this complaint reference is made to any act, deed, or conduct of Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through one or more of Defendants' officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendants.

19. The true names and capacities of Defendants, whether individual, corporate,

1 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
2 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
3 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
4 capacities of the Defendants designated hereinafter as DOES when such identities become known.

5 20. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are
6 the partners, agents, or principals and co-conspirators of Defendants and of each other; that
7 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided
8 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits
9 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the
10 liability of the Defendants as alleged herein.

11 21. Plaintiff is further informed and believes, and thereon alleges, that at all times
12 material herein, each Defendant was completely dominated and controlled by its co-Defendants
13 and each was the alter ego of the other. Whenever and wherever reference is made in this complaint
14 to any conduct by Defendant or Defendants, such allegations and references shall also be deemed
15 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
16 Whenever and wherever reference is made to individuals who are not named as Defendants in this
17 complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times
18 acted on behalf of Defendants named in this complaint within the scope of their respective
19 employments.

20 **FACTUAL ALLEGATIONS**

21 22. During the relevant time frame, Defendants compensated Plaintiff and the Non-
22 Exempt Employees based upon an hourly wage.

23 23. Plaintiff and the Class Members were, and at all times pertinent hereto, have been
24 non-exempt employees within the meaning of the California Labor Code, and the implementing
25 rules and regulations of the IWC California Wage Orders. They are subject to the protections of
26 the IWC Wage Orders and the Labor Code.

27 24. Plaintiff was employed as an hourly non-exempt employee from June 2018 through
28

1 December 2019.

2 25. The members of the putative class were non-exempt employees of Defendants
3 throughout the state of California during the relevant period.

4 26. Plaintiff typically worked five days a week, averaging over 40 hours a week.

5 27. Upon information and belief, Defendants rounded Plaintiff's and the Class
6 Members' time punches, such that Plaintiff and the Class Members were routinely
7 undercompensated, and were not paid for all hours worked. Time entries were routinely rounded
8 in Defendants' favor.

9 28. Upon information and belief, Plaintiff and the Class Members were not properly
10 compensated for all hours worked, in part because they were frequently required to work off the
11 clock.

12 29. Plaintiff is informed and believes, and thereon alleges, that Defendants are and were
13 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
14 requirements of California's wage and employment laws.

15 30. All Class Members, including Plaintiff, are similarly situated in that they are all
16 subject to Defendants' uniform policies and systemic practices as specified herein.

17 31. In addition, the Class Members frequently worked in excess of eight (8) hours a
18 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
19 of time and one-half the employee's regular rate of pay per hour.

20 32. Upon information and belief, on occasion, Plaintiff and the Class Members were
21 paid differentials, bonuses, incentives, and other compensation that were not properly factored
22 into determining the regular rate for overtime purposes.

23 33. Class Members were regularly required to work shifts in excess of five hours
24 without being provided a lawful meal period and over ten hours in a day without being provided a
25 second lawful meal period as required by law.

26 34. Indeed, during the relevant time, as a consequence of Defendants' staffing and
27 scheduling practices, lack of coverage, production and work demands, and Defendants' policies
28 and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely,

1 legally complaint uninterrupted 30-minute meal periods on shifts over five hours and second
2 uninterrupted 30-minute meal periods on shifts over ten hours as required by law.

3 35. On information and belief, Plaintiff and Class Members did not waive their rights
4 to meal periods under the law.

5 36. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
6 periods.

7 37. Despite the above-mentioned meal period violations, Defendants failed to
8 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
9 additional hour of pay at their regular rate as required by California law when meal periods were
10 not timely or lawfully provided in a compliant manner.

11 38. Plaintiff is informed and believes, and thereon alleges, that Defendants know,
12 should know, knew, and/or should have known that Plaintiff and the other Class Members were
13 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
14 were not receiving such compensation.

15 39. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
16 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
17 period for every four hours worked or major fraction thereof, which is a violation of the Labor
18 Code and IWC wage order.

19 40. Defendants maintained and enforced scheduling and staffing practices, policies,
20 and imposed production and work demands that frequently required Plaintiff and Class Members
21 to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major
22 fraction thereof. Such requisite rest periods were not timely authorized and permitted.

23 41. Despite the above-mentioned rest period violations, Defendants did not
24 compensate Plaintiff, and on information and belief, did not pay Class Members one additional
25 hour of pay at their regular rate as required by California law, including Labor Code section 226.7
26 and the applicable IWC wage order 1-2001, for each day on which lawful rest periods were not
27 authorized and permitted.

28 42. Moreover, Plaintiff and the Class Members were required to incur necessary

1 expenses in the discharge of their duties.

2 43. Defendants also omitted required information from wage statements including
3 total hours worked, all applicable hourly rates in effect, hours worked at each rate, and the name
4 and address of the entity that is the employer.

5 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
7 thereof for resignations without prior notice as the case may be) they had a duty to accurately
8 compensate Plaintiffs and Class Members for all wages owed including minimum wages, straight
9 time wages, overtime, meal and rest period premiums, and that Defendants had the financial ability
10 to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so
11 in part because of the above-specified violations.

12 45. Plaintiff and the Class Members are covered by applicable California IWC Wage
13 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
14 section 11000 *et seq.* IWC Wage Order 1-2001 is applicable.

15 **CLASS ACTION ALLEGATIONS**

16 46. Plaintiff brings this action on her own behalf, as well as on behalf of each and every
17 other person similarly situated, and thus, seeks class certification under California Code of Civil
18 Procedure §382.

19 47. All claims alleged herein arise under California law for which Plaintiff seeks relief
20 as authorized by California law.

21 48. The **proposed class** is comprised of and defined as: All persons currently or
22 formerly employed by Defendants directly or indirectly (through a staffing agency) as non-exempt
23 employees, however titled, throughout the state of California within four (4) years prior to the filing
24 of the Complaint in this action until the resolution of this lawsuit and whose job duties did not
25 consist of over 50% administrative, executive or professional duties. (hereinafter collectively
26 referred to as the “Class” or “Class Members”).

27 49. Plaintiff also seeks to represent Subclasses included in the Plaintiff’s Class, which
28 are composed of Class Members satisfying the following definitions:

1 a. All Class Members who were not paid at least minimum wage for all hours
2 worked (collectively **“Minimum Wage Subclass”**);

3 b. All Class Members who were not accurately paid overtime for hours worked
4 over eight in a day or over forty in a workweek (collectively **“Overtime Subclass”**);

5 c. All Class Members who were subject to Defendants’ rounding policies
6 (collectively **“Rounding Subclass”**);

7 d. All Class Members who worked more than five (5) hours in a workday and
8 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
9 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
10 thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

11 e. All Class Members who worked more than ten (10) hours in a workday and
12 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
13 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
14 thereof (hereinafter collectively referred to as the **“Second Meal Period Subclass”**);

15 f. All Class Members who worked more than three and a half hours in a
16 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
17 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
18 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred
19 to as the **“Rest Period Subclass”**);

20 g. All Class Members who did not receive all owed wages at the time of
21 separation or within 72 hours in the case of resignation (hereinafter collectively referred to as the
22 **“Waiting Time Subclass”**);

23 h. All Class Members who were employed by Defendants and subject to
24 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the **“Unfair Business
25 Practices Subclass”**).

26 i. All Class Members who were not provided with accurate and complete
27 itemized wage statements (hereinafter collectively referred to as the **“Inaccurate Wage Statement
28 Subclass”**);

1 j. All Class Members who were not reimbursed for all necessary expenditures
2 (collectively “**Indemnification Subclass**”).

3 50. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend
4 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
5 or if it should be deemed necessary by the Court or to further divide the Class Members into
6 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
7 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

8 51. As set forth in further detail below, this action has been brought and may properly
9 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
10 because there is a well-defined community of interest in the litigation, and the proposed Class and
11 Subclasses are easily ascertainable through Defendants’ records.

12 a. Numerosity: The members of the Class and Subclasses are so numerous that
13 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
14 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
15 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
16 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendants’
17 employment records would provide information as to the number and location of all Class
18 Members. Joinder of all members of the proposed Class is not practicable.

19 b. The proposed class is easily ascertainable. The number and identity of the
20 class members are determinable from Defendants’ payroll records and time records for each class
21 member.

22 c. Commonality: There are common questions of law and fact as to the Class
23 and Subclasses that predominate over questions affecting only individual Class Members. These
24 common questions of law and fact include, without limitation:

- 25 1) Whether Defendants’ rounding practices complied with the law;
26 2) Whether Defendants paid Class Members at least minimum wage for all
27 hours worked;

1 3) Whether Defendants knew or should have known that Class Members were
2 required to perform work off the clock;

3 4) Whether Defendants accurately calculated and paid all Class Members
4 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
5 hours per day and/or forty (40) hours per week;

6 5) Whether Defendants had a policy and practice of providing lawful, timely
7 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
8 Commission (“IWC”) wage order;

9 6) Whether Defendants had a policy and practice of complying with Labor
10 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not
11 provided;

12 7) Whether Defendants failed to authorize and permit a lawful, net 10-minute
13 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

14 8) Whether Defendants had a policy and practice of complying with Labor
15 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not
16 provided;

17 9) Whether Defendants failed to timely pay all wages upon separation in
18 accordance with Labor Code sections 201-202;

19 10) Whether Defendants failed to reimburse employees for necessary expenses
20 in accordance with Labor Code section 2802;

21 11) Whether Defendants accurately provided all information required on Class
22 Member wage statements;

23 12) Whether Defendants engaged in unfair competition in violation of section
24 17200 et seq. of the Business and Professions Code;

25 13) Whether Defendants’ conduct was willful and/or reckless; and

26 14) The appropriate amount of damages, restitution, and/or monetary penalties
27 resulting from Defendants’ violations of California law.

28 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the

1 interests of each member of the Class and Subclasses with whom she has a well-defined community
2 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
3 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
4 would be sought by each member of the Class and/or Subclasses in separate actions. All members
5 of the Class and/or Subclasses have been similarly harmed by Defendants' rounding practices;
6 Defendants' failure to provide lawful meal and rest periods; failure to pay for all hours worked;
7 failure to timely pay wages at termination, failure to pay minimum wages; failure to reimburse
8 necessary expenses; failure to provide accurate wage statements, and failure to accurately pay all
9 wages earned including all owed premium and overtime wages, all due to Defendants' policies and
10 practices that affected each member of the Class and/or Subclasses similarly. Further, Defendants
11 benefited from the same type of unfair and/or wrongful acts as to each member of the Class and/or
12 Subclasses.

13 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
14 interests of each member of the Class and/or Subclasses with whom he has a well-defined
15 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
16 she has an obligation to make known to the Court any relationships, conflicts, or differences with
17 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
18 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
19 versed in the rules governing class action discovery, certification, litigation, and settlement and
20 experienced in handling such matters. Other former and current employees of Defendants may also
21 serve as representatives of the Class and Subclasses if needed.

22 f. Superiority: The nature of this action makes the use of class action
23 adjudication superior to other methods. A class action will achieve economies of time, effort,
24 judicial resources, and expense, which would not be achieved with separate lawsuits. The
25 prosecution of separate actions by individual members of the Class and/or Subclasses would create
26 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
27 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and
28 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the

1 disposition of their interests through actions to which they were not parties. Thus, a class action is
2 superior to other available means for the fair and efficient adjudication of this controversy because
3 individual joinder of all Class Members is not practicable, and questions of law and fact common
4 to the Class predominate over any questions affecting only individual Class Members. Each
5 member of the Class has been damaged and is entitled to recovery by reason of Defendants'
6 unlawful policies and practices, including Defendants' rounding practices; Defendants' failure to
7 provide lawful meal and rest periods; failure to pay for all hours worked; failure to provide accurate
8 wage statements; failure to timely pay wages at termination, failure to pay minimum wages; failure
9 to reimburse necessary expenses; and failure to accurately pay all wages earned including all owed
10 premium and overtime wages, all due to Defendants' policies and practices that affected each
11 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
12 situated persons to litigate their claims in the manner that is most efficient and economical for both
13 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
14 encountered in the management of this action that would preclude its maintenance as a class action.

15 g. Public Policy Considerations: Employers in the state of California violate
16 employment and labor laws every day. However, current employees are often afraid to assert their
17 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers may damage their future endeavors through negative
19 references and/or other means. The nature of this action allows for the protection of current and
20 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
21 California have a significant interest in ensuring employers comply with California's labor laws
22 and in ensuring those employers who do not are prevented from taking further advantage of their
23 employees.

24 CLASS ACTION CLAIMS

25 FIRST CAUSE OF ACTION

26 FAILURE TO PAY ALL WAGES OWED

27 **(By Plaintiff and the Minimum Wage and Rounding Subclass Against Defendants)**

28 52. Plaintiff incorporates each and every allegation set forth in all of the foregoing

1 paragraphs as if fully set forth herein.

2 53. Labor Code section 204 establishes the fundamental right of all employees in the
3 State of California to be paid wages, including minimum wage, straight time and overtime, in a
4 timely fashion for their work.

5 54. Labor Code section 1194 (a) provides that notwithstanding any agreement to work
6 for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime
7 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance
8 of the full amount of this minimum wage or overtime compensation, including interest thereon,
9 reasonable attorney's fees, and costs of suit.

10 55. Labor Code section 1197 provides: The minimum wage for employees fixed by
11 the commission or by any applicable state or local law, is the minimum wage to be paid to
12 employees, and the payment of a lower wage than the minimum so fixed is unlawful.

13 56. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
14 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
15 IWC Wage Order(s).

16 57. The applicable wage orders and California Labor Code §§ 1197 and 1182.12
17 establish the right of employees to be paid minimum wages for all hours worked, in amounts set
18 by state law.

19 58. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
20 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
21 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal
22 to the unpaid wages and interest accrued thereon.

23 59. During all relevant periods, the California Labor Code and wage orders required
24 that Defendant fully and timely pay its non-exempt, hourly employees like the Class Members all
25 wages earned and due for all hours worked.

26 60. The IWC Wage Orders define "hours worked" as "the time during which an
27 employee is subject to the control of an employer, and includes all the time the employee is
28 suffered or permitted to work, whether or not required to do so."

61. At all times relevant, Plaintiff and Class Members consistently worked hours for which they were not paid because Defendants unlawfully rounded the hours worked by Plaintiff and the Class Members, and Plaintiff and the Class Members were required to work off the clock.

62. Plaintiff is informed and believes that Defendants and its managers were aware that Plaintiff and the Class Members were working off the clock and that they should have been paid for this time.

63. Defendant's policy and practice of not paying all minimum wages violates California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197, 1197, 1197.1, 1198, and the applicable wage order.

64. Due to Defendant's violations of the California Labor Code and wage orders, Plaintiff and the Class Members are entitled to recover from Defendants their unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME OWED

(By Plaintiff and the Overtime and Rounding Subclasses Against All Defendants)

65. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

66. During all relevant periods, Defendant required Plaintiff and the Class members to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

67. During all relevant periods, both the California Labor Code section 1194, 1197, 510, 1198, and the pertinent wage orders required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek is required to be

1 compensated at the rate of no less than twice the regular rate of pay of an employee.

2 68. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff
3 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
4 (40) hours in a workweek without compensating them at a rate of one and one-half times their
5 regular rate of pay. Defendant also failed to properly compensate Plaintiff and the Class
6 Members for hours worked in excess of twelve (12) hours in one day, or eight hours on the
7 seventh day of a workweek.

8 69. The IWC Wage Orders define “hours worked” as “the time during which an
9 employee is subject to the control of an employer, and includes all the time the employee is
10 suffered or permitted to work, whether or not required to do so.”

11 70. At all times relevant, Plaintiff and Class Members consistently worked hours for
12 which they were not paid because Defendants unlawfully rounded the hours worked by Plaintiff
13 and the Class Members, and Plaintiff and the Class Members were required to work off the clock.

14 71. Plaintiff is informed and believes that Defendants and its managers were aware
15 that Plaintiff and the Class Members were working off the clock and that they should have been
16 paid for this time.

17 72. In addition, upon information and belief, Defendants failed to incorporate all forms
18 of compensation, including without limitation differentials, bonuses and incentives, into the
19 regular rate for overtime purposes.

20 73. As a result, Defendants failed to pay Plaintiff and the Class members earned
21 overtime wages and such employees suffered damages as a result.

22 74. Defendants knew or should have known Plaintiffs and the Class Members were
23 undercompensated as a result of these practices.

24 75. Due to Defendant’s violations of the California Labor Code, Plaintiff and the Class
25 members are entitled to recover from Defendants their unpaid overtime wages, reasonable
26 attorneys’ fees and costs in this action, and pre-judgment and post-judgment interest, statutory
27 penalties, and liquidated damages.

28

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE LAWFUL MEAL PERIODS**

3 **(By Plaintiff and the Meal Period Subclasses Against All Defendants)**

4 76. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 77. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
7 period of more than five (5) hours without providing a meal break of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties, except that when a work period
9 of not more than six (6) hours will complete the day's work the meal period may be waived by
10 mutual consent of the employer and employee.

11 78. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee
12 for a work period of more than ten (10) hours without providing a second meal break of not less
13 than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal
14 break may only be waived by mutual consent, and if the employee did not waive his or her first
15 meal period, and the employee's work day will not exceed twelve hours.

16 79. Upon information and belief, for the four (4) years preceding the filing of this
17 lawsuit, Defendants failed to provide Plaintiff and Class Members timely and uninterrupted first
18 meal periods of not less than thirty (30) minutes within the first five hours of a shift.

19 80. Upon information and belief, for the four (4) years preceding the filing of this
20 lawsuit, Defendants also failed to provide Plaintiff and Class Members timely and uninterrupted
21 second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

22 81. Indeed, during the relevant time, as a consequence of Defendants' staffing and
23 scheduling practices, lack of coverage, production and work demands, and Defendants' policies
24 and practices, Plaintiff and the Class Members were not provided with legally required meal
25 periods.

26 82. On information and belief, Plaintiff and the Class Members did not waive their
27 rights to meal periods under the law.

28 83. Plaintiff and the Class Members were not provided with valid lawful on-duty meal

1 periods.

2 84. Plaintiff and the Class Members were not paid one hour of premium pay at their
3 regular rate for each day that a first or second meal period was not lawfully provided.

4 85. As a proximate result of the aforementioned violations, Plaintiff and the Class
5 Members have been damaged in an amount according to proof at time of trial.

6 86. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
7 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
8 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

9 87. As a result of the unlawful acts of Defendants, Plaintiff and the Class she seeks to
10 represent has been deprived of premium wages in amounts to be determined at trial, and are entitled
11 to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under
12 Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code
13 section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

16 **(By Plaintiff and the Rest Period Subclass Against All Defendants)**

17 88. Plaintiff incorporates by reference and realleges each and every allegation contained
18 above, as though fully set forth herein.

19 89. Pursuant to the IWC wage order 1-2001 applicable to Plaintiff's and Class
20 Members' employment by Defendants, "Every employer shall authorize and permit all employees
21 to take rest periods, which insofar as practicable shall be in the middle of each work period....
22 [The] authorized rest period time shall be based on the total hours worked daily at the rate of ten
23 (10) minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest
24 period time shall be counted as hours worked, for which there shall be no deduction from wages."

25 90. Labor Code sections 1198 and 226.7(a) prohibit an employer from requiring any
26 employee to work during any rest period mandated by an applicable order of the IWC.

27 91. Accordingly, Defendants were required to authorize and permit employees such as
28 Plaintiff and Class Members to take rest periods during shifts in excess of 3.5 hours, based upon

1 the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major
2 fraction thereof, with no deduction from wages.

3 92. Despite said requirements of the IWC wage orders applicable to Plaintiff's and Class
4 Member's employment with Defendants, Defendants failed and refused to authorize and permit
5 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
6 worked, or major fraction thereof.

7 93. Defendants did not pay Plaintiff one additional hour of pay at her regular rate of pay
8 for each day that a rest period violation occurred. On information and belief, the other members of
9 the Class endured similar violations as a result of Defendants' rest period policies and practices and
10 Defendant did not pay said Class Members premium pay as required by law.

11 94. By their failure to authorize and permit Plaintiff and the Class Members to take a
12 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
13 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
14 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
15 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
16 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the
17 provisions of Labor Code sections 1198, 226.7 and the applicable IWC Wage Order(s).

18 95. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to
19 represent have been deprived of premium wages in amounts to be determined at trial, and are
20 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
21 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

24 **(By Plaintiff and the Waiting Time Subclass Against All Defendants)**

25 96. Plaintiff incorporates by reference and realleges each and every allegation contained
26 above, as though fully set forth herein.

27 97. Labor Code §§ 201 and 202 require Defendants to pay their employees all wages
28 due within seventy-two (72) hours of separation of employment.

98. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

99. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

100. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

101. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SIXTH CAUSE OF ACTION

KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

EMPLOYEE WAGE STATEMENT PROVISIONS

By Plaintiff and Class Against Defendants

102. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

103. Labor Code section 226(a) reads in pertinent part: “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) 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, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the

1 pay period and the corresponding number of hours worked at each hourly rate by the
2 employee....”.

3 104. Further, the IWC Wage Orders require in pertinent part: Every employer shall
4 keep accurate information with respect to each employee including the following: (3) Time
5 records showing when the employee begins and ends each work period. Meal periods, split shift
6 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the
7 payroll period and applicable rates of pay....”

8 105. Labor Code section 1174 of the California also requires Defendants to maintain
9 and preserve, in a centralized location, among other items, records showing the names and
10 addresses of all employees employed and payroll records showing the hours worked daily by, and
11 the wages paid to, its employees. On information and belief and based thereon, Defendants have
12 knowingly and intentionally failed to comply with Labor Code section 1174, including by
13 implementing the policies and procedures and committing the violations alleged in the preceding
14 causes of action and herein. Defendants’ failure to comply with Labor Code section 1174 is
15 unlawful pursuant to Labor Code section 1175.

16 106. Defendants have failed to record many of the items delineated in applicable
17 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section
18 1174, including by virtue of the fact that each wage statement which failed to accurately
19 compensate Plaintiff and Class Members for all hours worked and for missed and non-provided
20 meal and rest periods, or which failed to include compensation for all minimum wages earned or
21 overtime hours worked, was an inaccurate wage statement.

22 107. On information and belief, Defendants failed to implement and preserve a lawful
23 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
24 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
25 section 226 and applicable California Wage Orders. In order to determine if they had been paid
26 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
27 have been, and are compelled to try to discover the required information missing from their wage
28 statements and to perform complex calculations in light of the inaccuracies and incompleteness of

1 the wage statements Defendants provided to them.

2 108. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
3 Wage Orders, Defendants failed to furnish each of the members of the Wage Statement Class
4 with an accurate itemized statement in writing accurately reflecting all of the required
5 information. Specifically, Defendants have also omitted accurate itemizations of total hours
6 worked, applicable hourly rates, hours worked at each rate, employer entity name and address, net
7 pay, and gross pay from Plaintiff and the Class Members' wage statements. In addition,
8 Defendants have failed to provide accurate itemized wage statements as a consequence of the
9 above-specified violations.

10 109. Moreover, upon information and belief, as a pattern and practice, in violation of
11 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain
12 accurate records pertaining to the total hours worked for Defendants by the members of the Wage
13 Statement Class, including but not limited to, beginning and ending of each work period, meal
14 period and split shift interval, the total daily hours worked, and the total hours worked per pay
15 period and applicable rates of pay.

16 110. Upon information and belief, Plaintiff and the members of the Wage Statement
17 Class have suffered injury as a result of Defendants' failure to maintain accurate records for the
18 members of the Wage Statement Class in that the members of the Wage Statement Class were not
19 timely provided written accurate itemized statements showing all requisite information, such that
20 the members of the Wage Statement Class were misled by Defendants as to the correct
21 information regarding various items, including but not limited to the total hours worked by the
22 employee, gross pay, net wages earned and all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate. The lack of
24 information hindered Plaintiff and the Class from determining the amount of wages owed to them
25 and led them to believe they were not entitled to be paid wages for all hours worked, for
26 overtime, missed meal and rest breaks, or for each hour of labor performed and the proper hourly
27 rate, although they were so entitled.

28 111. Pursuant to Labor Code section 226, and in light of Defendants' violations

1 addressed above, Plaintiff and the Wage Statement Class Members are each entitled to recover up
2 to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING**
5 **EMPLOYMENT**

6 **(By Plaintiff and the Class Against All Defendants)**

7 112. Plaintiff incorporates by reference and realleges each and every allegation contained
8 above, as though fully set forth herein.

9 113. Labor Code section 204 requires that all wages are due and payable twice in each
10 calendar month.

11 114. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
12 due and payable to each employee in each month that he or she was not provided with a meal period
13 or rest period or paid minimum wage, straight or overtime wages to which he or she was entitled.

14 115. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
15 under the Labor Code.

16 116. Labor Code section 210 (a) provides that "In addition to, and entirely independent
17 and apart from, any other penalty provided in this article, every person who fails to pay the wages
18 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
19 1197.5, shall be subject to a penalty as follow:

20 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
21 employee.

22 (2) For each subsequent violation, or any willful or intentional violation, two hundred
23 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
24 unlawfully withheld.

25 103. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
26 represent have been deprived of wages in amounts to be determined at trial, and are entitled to
27 recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to
28 Labor Code § 210, 218.5, 218.6, 510, 1194.

1 **EIGHTH CAUSE OF ACTION**

2 **VIOLATION OF THE UNFAIR COMPETITION LAW**

3 **By Plaintiff and Unfair Business Practices Subclass Against All Defendants**

4 117. Plaintiff incorporates by reference and realleges each and every allegation contained
5 above, as though fully set forth herein.

6 118. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
7 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
8 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
9 the meaning of the California Code of Civil Procedure § 1021.5.

10 119. Defendants' policies, activities, and actions as alleged herein are violations of
11 California law and constitute unlawful business acts and practices in violation of California
12 Business and Professions Code §§ 17200, *et seq.*

13 120. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
14 predicated on the violation of any state or federal law.

15 121. The state law violations, including violations of the relevant IWC Wage Order,
16 detailed herein above are the predicate violations for this cause of action. By way of example only,
17 in the instant case Defendants' policy of failing to lawfully provide Plaintiff and the Class with
18 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
19 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
20 Defendants further violated the law through their policies of failing to fully and accurately
21 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
22 overtime as well as failing to reimburse expenses specified above.

23 122. Plaintiff and the Class Members have been personally aggrieved by Defendants'
24 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

25 123. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
26 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants
27 during a period that commences four (4) years prior to the filing of this complaint; an award of
28 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of

costs.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY EXPENSES

By Plaintiff and Indemnification Subclass Against All Defendants

124. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

125. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

126. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

127. Plaintiff and the members of the Indemnification Class were required to incur expenses in the performance of their assigned job duties.

128. Upon information and belief, the Defendants did not reimburse Plaintiff or the Plaintiff's subclass for such expenses.

129. As a result of the unlawful acts of Defendants, Plaintiff and the Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendants, as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representatives of the Class;
3. That Plaintiff be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

On the First Cause of Action

(Failure to pay minimum wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages

owed, as well as interest thereon,

2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Failure to pay all overtime)

1. For the unpaid balance of the full amount of any overtime, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

1 **On the Fifth Cause of Action**

2 (Failure to Timely Pay Wages At Separation)

- 3 1. For unpaid wages;
- 4 2. For penalties pursuant to Labor Code § 203;
- 5 3. For interest;
- 6 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 7 5. For such other and further relief as the Court deems proper.

8 **On the Sixth Cause of Action**

9 (Failure to Provide Accurate Itemized Wage Statements)

- 10 1. For statutory penalties, including penalties pursuant to Labor Code section 226;
- 11 2. For reasonable attorneys' fees and costs; and
- 12 3. For such other and further relief as the Court deems proper;

13 **On the Seventh Cause of Action**

14 (Failure to Timely Pay Wages Due and Payable During Employment)

- 15 1. For unpaid wages;
- 16 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
- 17 unlawfully withheld;
- 18 3. For interest;
- 19 4. For reasonable attorneys' fees and costs pursuant to statute; and
- 20 5. For such other and further relief as the Court deems proper.

21 **On the Eighth Cause of Action**

22 (Violation of the Unfair Competition Law)

- 23 1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of
- 24 sums to Plaintiff and Class Members for the Defendants' past failure to pay minimum, overtime
- 25 and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium
- 26 wages for meal and rest periods that were not provided to Plaintiff and Class Members over the last
- 27 four (4) years in an amount according to proof;
- 28

2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;

4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to recover under the Labor Code; and

5. For such other and further relief as the Court deems proper.

On the Ninth Cause of Action

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums;

2. For reasonable attorneys' fees and costs pursuant to statute;

3. For interest; and

4. For such other and further relief as the Court deems proper.

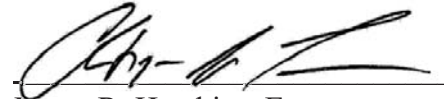
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
3 matter.

4 Respectfully submitted,
5

6 **JAMES HAWKINS APLC**

7 Dated: December 4, 2020



8 James R. Hawkins, Esq.

Christina M. Lucio, Esq.

9 Attorneys for Plaintiff Nicole Paner, on behalf of
10 herself and all others similarly situated
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