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Attorneys for Plaintiff, ANGEL MARTINEZ GUZMAN,

on behalf of himself and others similarly situated and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ANGEL MARTINEZ GUZMAN, an
individual and on behalf of all others similarly
situated and aggrieved,

Plaintiff,

v.

FRESHCO PAINTERS INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 21STCV04683

[Assigned for all purposes to the Hon. Amy D.
Hogue in Dept. 7]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. UNFAIR COMPETITION;
8. FAILURE TO INDEMNIFY
9. CIVIL PENALTIES UNDER LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000]

COME NOW plaintiff ANGEL MARTINEZ GUZMAN (“Plaintiff”), on behalf of himself
and all others similarly situated and aggrieved, and alleges as follows:

1 **GENERAL ALLEGATIONS**

2 **INTRODUCTION**

3 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
4 against defendant FRESHCO PAINTERS, INC., a California corporation, and any of its respective
5 subsidiaries or affiliated companies within the State of California ("FRESHCO" and, with DOES 1
6 through 100, as further defined below, "Defendants" on behalf of Plaintiff and all other current and
7 former non-exempt California employees employed by or formerly employed by Defendants
8 ("Class Members").

9 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
10 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants,
11 and any of their respective subsidiaries or affiliated companies within the State of California, as a
12 proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on
13 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
14 within the Civil Penalty Period ("Aggrieved Employees"), as described herein, and, as it pertains to
15 the alleged claims for violations of the Labor Code, including but not limited to, failure to comply
16 with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code
17 section 246, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working
18 within the Civil Penalty Period.

19 **PARTIES**

20 **A. Plaintiff**

21 3. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
22 is informed and believes, and based thereon alleges, Defendants employed Plaintiff as a non-exempt
23 employee, with duties that included, but were not limited to, painting, patching, and soldering, from
24 approximately May of 2013 through approximately February of 2020.

25 **B. Defendants**

26 4. Plaintiff are informed and believe, and based thereon allege, that defendant
27 FRESCHO is, and at all times relevant hereto was, a corporation organized and existing under and
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1 by virtue of the laws of the State of California, and doing business in the County of Los Angeles,
2 State of California. At all relevant times herein, defendant FRESHCO employed Plaintiff and all
3 other similarly situated employees within the State of California.

4 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
6 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes, and based thereon allege, that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each joint defendant are legally attributable to
14 the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it
15 shall include defendant FRESHCO, and any of its parent, subsidiaries, or affiliated companies
16 within the State of California, as well DOES 1 through 100 identified herein.

17 **JOINT LIABILITY ALLEGATIONS**

18 6. Plaintiff is informed and believes and based thereon alleges that all the times
19 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
20 representative, joint venture or co-conspirator of each of the other defendants, either actually or
21 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
22 employment, joint venture, and conspiracy.

23 7. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
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1 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
2 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
3 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
4 aforementioned corporate employees, agents and representatives.

5 8. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
6 thereon alleges that Defendants, and each of them, are joint employers.

7 **JURISDICTION**

8 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
9 of Civil Procedure section 410.10.

10 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
11 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
12 causes of action complained of herein arose, the county in which the employment relationship
13 began, the county in which performance of the employment contract, or part of it, between Plaintiff,
14 and Defendants was due to be performed, was actually performed, the county in which Defendants,
15 or some of them, reside. Finally, venue is proper in Los Angeles County as the unlawful acts alleged
16 herein have a direct effect on Plaintiff and those similarly situated within Los Angeles County and
17 the State of California, and because Defendants employ numerous Class Members in Los Angeles
18 County.

19 11. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by
20 Defendants during the applicable statutory period and suffered one or more of the Labor Code
21 violations set forth herein. Other aggrieved employees Plaintiff seeks to represent are all other non-
22 exempt employees of Defendants. Accordingly, Plaintiff seeks to recover, on behalf of himself and
23 all other current and former employees of Defendants (“other aggrieved employees”), the civil
24 penalties provided by PAGA plus reasonable attorneys’ fees and costs, as the term “civil penalty”
25 is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175.

26 12. During the period beginning one (1) year preceding the provision of notice to the
27 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
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Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 226, 226.7, 227.3, 432, 510, 512, 1174, 1194, 1194.2, 1197, 1197.5, 1198.5, 2802, and 2810.5, among others.

13. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiff, on behalf of themselves and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

14. On or around February 3, 2021, Plaintiff provided written notice under Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the Labor and Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt requested to Defendants, and each of them.

15. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the February 3, 2021, postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

FACTUAL BACKGROUND

16. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay overtime wages to Plaintiff, Class Members and Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff, Class Members, and Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks

1 after clocking out, to don and doff uniforms and/or safety equipment off the clock, and to make
2 phone calls or drive off the clock; detrimental rounding of employee time entries, editing and/or
3 manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff,
4 Class Members, and Aggrieved Employees.

5 17. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have, at times, failed to pay minimum wages to Plaintiff, Class Members, and
7 Aggrieved Employees, or some of them, in violation of California state wage and hour laws as a
8 result of, among other things, at times, failing to accurately track and/or pay for all minutes actually
9 worked; engaging, suffering, or permitting employees to work off the clock, including, without
10 limitation, by requiring employees: to come early to work and leave late work without being able to
11 clock in for all that time, to complete pre-shift tasks before clocking in and post-shift tasks after
12 clocking out, to don and doff uniforms and/or safety equipment off the clock, and to make phone
13 calls or drive off the clock; detrimental rounding of employee time entries; and editing and/or
14 manipulation of time entries to show less hours than actually worked to the detriment of Plaintiff,
15 Class Members, and Aggrieved Employees.

16 18. For at least four (4) years prior to the filing of this Action and continuing to the
17 present, Defendants have, at times, failed to provide Plaintiff, Class Members, and Aggrieved
18 Employees, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on
19 which they worked more than five (5) hours in a work day and a second thirty (30) minute
20 uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day,
21 and failing to provide compensation for such unprovided meal periods as required by California
22 wage and hour laws.

23 19. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have, at times, failed to authorize and permit Plaintiff, Class Members, and
25 Aggrieved Employees, or some of them, to take rest periods of at least ten (10) minutes per four (4)
26 hours worked or major fraction thereof and failed to provide compensation for such unprovided rest
27 periods as required by California wage and hour laws.

1 20. For at least three (3) years prior to the filing of this action and continuing to the
2 present, Defendants have, at times, failed to pay Plaintiff, Class Members, and Aggrieved
3 Employees, or some of them, the full amount of their wages owed to them upon termination and/or
4 resignation as required by Labor Code sections 201 and 202, including for, without limitation,
5 failing to pay overtime wages, minimum wages, and premium wages.

6 21. For at least one (1) year prior to the filing of this Action and continuing to the present,
7 Defendants have, at times, failed to furnish Plaintiff, Class Members, and Aggrieved Employees, or
8 some of them, with itemized wage statements that accurately reflect gross wages earned; total hours
9 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate; the name and address of the legal entity
11 that is the employer; and other such information as required by Labor Code section 226, subdivision
12 (a). As a result, Defendants have further failed to furnish employees with an accurate calculation
13 of gross and gross wages earned, as well as gross and net wages paid.

14 22. For at least three (3) years prior to the filing of this action and continuing to the
15 present, Defendants have, at times, failed to indemnify, Class Members and Aggrieved Employees,
16 or some of them, for the costs incurred in laundering mandatory work uniforms; mileage and/or gas
17 costs incurred in driving personal vehicles for work-related purposes; using cellular phones for
18 work-related purposes; and purchasing tools necessary to perform work duties.

19 23. Plaintiff, on his own behalf and on behalf of Class Members and Aggrieved
20 Employees, brings this action pursuant to, including but not limited to, Labor Code sections 200,
21 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 2802, and California Code of
22 Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium
23 wages for missed meal and rest periods, waiting time penalties, wage statement penalties, failure to
24 indemnify work-related expenses, other such provisions of California law, and reasonable attorneys'
25 fees and costs.

26 24. Plaintiff, on his own behalf and on behalf of Class Members, pursuant to Business
27 and Professions Code sections 17200 through 17208, also seeks (an) injunction(s) prohibiting
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1 Defendants from further violating the Labor Code and requiring the establishment of appropriate
2 and effective means to prevent further violations, as well as all monies owed but withheld and
3 retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution of
4 amounts owed.

5 **CLASS ACTION ALLEGATIONS**

6 25. Plaintiff brings this Action on behalf of himself and all others similarly situated, as
7 a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class
8 of all current and former non-exempt employees of Defendants within the State of California at any
9 time commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that
10 notice of the class action is provided to the class (collectively referred to as "Class Members").

11 26. Plaintiff reserves the right under California Rules of Court, rule 3.765, subdivision
12 (b) to amend or modify the class description with greater specificity or further division into
13 subclasses or limitation to particular issues.

14 27. This Action has been brought and may properly be maintained as a class action under
15 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
16 of interest in the litigation and the proposed classes are easily ascertainable.

17 **A. Numerosity**

18 28. The potential members of the Class as defined are so numerous that joinder of all the
19 members of the Class is impracticable. While the precise number of Class Members has not been
20 determined yet, Plaintiff is informed and believes, and based thereon alleges, that there are over
21 seventy-five (75) Class Members employed by Defendants within the State of California.

22 29. Accounting for employee turnover during the relevant time periods necessarily
23 increases this number substantially. Plaintiff alleges Defendants' employment records would
24 provide information as to the number and location of all Class Members. Joinder of all members of
25 the proposed Class is not practicable.

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B. Commonality

30. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

- a. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?
- b. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than the applicable minimum wage?
- c. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
- d. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- e. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- f. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- g. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- h. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- i. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- j. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?
- k. Did Defendants violate the Unfair Competition Law, Business and

Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

l. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

m. Are Class Members entitled to costs and attorneys' fees?

n. Are Class Members entitled to interest?

C. Typicality

31. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code at times, as set out herein.

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

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay Overtime Wages – Against All Defendants)**

3 35. Plaintiff reallege and incorporate by reference all of the allegations contained in the
4 preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

5 36. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
7 Wage Orders.

8 37. At all times relevant to this Complaint, Labor Code section 510 was in effect and
9 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
10 one workday and any work in excess of forty hours in any one workweek and the first eight hours
11 on the seventh day of work in any one workweek shall be compensated at the rate of no less than
12 one and one-half times the regular rate of pay for an employee.”

13 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
14 “[a]ny work in excess of twelve (12) hours in one day shall be compensated at the rate of no less
15 than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours
16 on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular
17 rate of pay of an employee.”

18 39. Four (4) years prior to the filing of the Complaint in this Action through the present,
19 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
20 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
21 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
22 result of, including but not limited to, Defendants failing to accurately track and/or pay for all
23 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
24 including, without limitation, by requiring employees: to come early to work and leave late work
25 without being able to clock in for all that time, to complete pre-shift tasks before clocking in and
26 post-shift tasks after clocking out, to don and doff uniforms and/or safety equipment off the clock,
27 and to make phone calls or drive off the clock; detrimental rounding of employee time entries,
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1 editing and/or manipulation of time entries to show less hours than actually worked, and for paying
2 straight pay instead of overtime pay to the detriment of Plaintiff and Class Members.

3 40. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
4 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
5 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
6 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
7 applicable IWC Wage Orders, and California law.

8 41. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
9 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
10 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
11 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

12 **SECOND CAUSE OF ACTION**

13 **(Failure to Pay Minimum Wages – Against All Defendants)**

14 42. Plaintiff reallege and incorporate by reference all of the allegations contained in the
15 preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

16 43. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
17 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
18 Defendants' control.

19 44. For four (4) years prior to the filing of the Complaint in this Action through the
20 present, Defendants failed, at times, to accurately track and/or pay for all minutes actually worked;
21 engaged, suffered, or permitted employees to work off the clock, including, without limitation, by
22 requiring employees: to come early to work and leave late work without being able to clock in for
23 all that time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to
24 don and doff uniforms and/or safety equipment off the clock, and to make phone calls or drive off
25 the clock; detrimentally rounded employee time entries; and edited and/or manipulated time entries
26 to show less hours than actually worked to the detriment of Plaintiff and Class Members

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45. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise under Defendants' control.

46. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

47. Plaintiff reallege and incorporate by reference all of the allegation contained in the preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

48. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

49. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

50. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

51. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the

1 Class Member's regular rate of compensation on the occasions that Class Members were not
2 provided compliant meal periods.

3 52. By their failure to provide Plaintiff and Class Members compliant meal periods as
4 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
5 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
6 violated the provisions of Labor Code section 512 and applicable Wage Orders.

7 53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

10 54. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

16 55. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs of this Complaint as though fully set forth hereat.

18 56. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by applicable Wage Orders.

20 57. California law and applicable Wage Orders require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

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58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

59. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 30-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

60. By their failure, at times, to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay Due Wages at Termination – Against All Defendants)

63. Plaintiff reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

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1 64. At all relevant times, Plaintiff and Class Members were employees or former
2 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
3 Wage Orders.

4 65. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
5 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
6 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
7 discharge immediately upon termination. Class Members who resigned were entitled to payment
8 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
9 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
10 unpaid at the time of resignation.

11 66. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
12 years before the filing of the Complaint in this Action through the present, Defendants, due to the
13 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class
14 Members all wages earned prior to resignation or termination in accordance with Labor Code
15 sections 201 or 202.

16 67. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
17 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
18 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
19 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
20 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
21 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
22 or resignation.

23 68. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
24 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
25 resignation, until paid, up to a maximum of thirty (30) days.

26 69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
27 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
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1 prior to termination or resignation.

2 70. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
3 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
4 waiting time penalties, interest, and their costs of suit, as well.

5 **SIXTH CAUSE OF ACTION**

6 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

7 71. Plaintiff reallege and incorporates by reference all of the allegations contained in the
8 preceding paragraphs of this First Amended Complaint as though fully set forth hereat.

9 72. At all relevant times, Plaintiff and Class Members were employees or former
10 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

11 73. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
12 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
13 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
14 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
16 employer, among other things.

17 74. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
18 before the filing of the Complaint in this Action through the present, Defendants failed to comply
19 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
20 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
21 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
24 other things.

25 75. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
26 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
27 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
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provided wage statements that Defendants knew were not accurate.

76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements at times has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

77. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate \$4,000.00 per employee.

78. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

79. Plaintiff reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this First Amended Complaint as though fully set forth herein.

80. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

81. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . .”

82. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,

1 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
2 obedience to the directions of Defendants that included, without limitation: laundering mandatory
3 work uniforms; mileage and/or gas costs incurred in driving personal vehicles for work-related
4 purposes; using cellular phones for work-related purposes; and purchasing tools necessary to
5 perform work duties.

6 83. During that time period, Plaintiff is informed and believes, and based thereon alleges
7 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff and Class
8 Members for those losses and/or expenditures.

9 84. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
10 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
11 herein-described losses and/or expenditures.

12 85. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
13 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
14 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
15 costs of suit.

16 **EIGHTH CAUSE OF ACTION**

17 **(Unfair Competition – Against All Defendants)**

18 86. Plaintiff reallege and incorporate by reference all of the allegations contained in the
19 preceding paragraphs of this First Amended Complaint as though fully set forth herein.

20 87. Plaintiff is informed and believes, and based thereon alleges that the unlawful
21 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
22 and Professions Code section 17200. Due to their unlawful business practices in violation of the
23 Labor Code, Defendants have gained a competitive advantage over other comparable companies
24 doing business in the State of California that comply with their obligations to compensate employees
25 in accordance with the Labor Code.

26 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
27 Members have suffered injury in fact and lost money or property.

89. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

90. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

NINTH CAUSE OF ACTION

(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)

91. Plaintiff reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

92. At all relevant times herein, Labor Code section 204, requires and required that that:

“[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

93. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

1 94. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
4 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
5 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
6 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
7 for each subsequent violation in connection with each payment that was made in violation of Labor
8 Code section 204.

9 Civil Penalties Under Labor Code § 226.3

10 95. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
12 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
13 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate; and other such information as required
15 by Labor Code section 226, subdivision (a).

16 96. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

21 97. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law."

23 98. Plaintiff are informed and believe, and based thereon allege, that Defendants had and
24 have a policy or practice of failing to furnish non-exempt employees, including, without limitation,
25 Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned; total hours
26 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate; and other such information as required
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1 by Labor Code section 226, subdivision (a).

2 99. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
3 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
4 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
5 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
6 period for each subsequent violation.

7 Violation of Labor Code § 558

8 100. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
9 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
10 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
11 penalty as follows:

12 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
13 for each pay period for which the employee was underpaid in addition to an amount sufficient to
14 recover underpaid wages;

15 (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages;

18 (3) Wages recovered pursuant to this section shall be paid to the affected
19 employee.

20 101. Plaintiff is informed and believe, and based thereon allege, that Defendants, and each
21 of them, violated, or caused to be violated, the Labor Code sections described herein, including
22 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
23 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
24 regular payday designated by Employer, the name of the employer, including any "doing business
25 as" names used, the name, address and telephone number of the workers' compensation insurance
26 carrier, information regarding paid sick leave, and other pertinent information.

27 102. As a direct and proximate result of the herein-described Labor Code violations,
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1 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
2 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
3 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
4 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

5 Violation of Labor Code § 1174.5

6 103. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
7 every person employing labor in California to "[a]llow any member of the commission or the
8 employees of the Division of Labor Standards Enforcement free access to the place of business or
9 employment of the person to secure any information or make any investigation that they are
10 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
11 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
12 or papers of the person."

13 104. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
14 every person employing labor in California to "[k]eep a record showing the names and addresses of
15 all employees employed and the ages of all minors."

16 105. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
17 every person employing labor in California to "[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
20 piece rate paid to, employees employed at the respective plants or establishments. These records
21 shall be kept in accordance with rules established for this purpose by the commission, but in any
22 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
23 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
24 earned."

25 106. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
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1 member of the commission or employees of the division to inspect records pursuant to subdivision
2 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

3 107. Plaintiff are informed and believe, and based thereon allege, that Defendants have
4 willfully failed keep adequate or accurate time records including wage statements and similar
5 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174.

8 108. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
11 hundred dollars (\$500) per violation per Aggrieved Employee.

12 Violation of Labor Code § 1197.1

13 109. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or
14 other person acting either individually or as an officer, agent, or employee of another person, who
15 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
16 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of
17 wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant
18 to Section 203 as follows:

19 A. For any initial violation that is intentionally committed, one hundred dollars
20 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
21 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
22 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

23 B. For each subsequent violation for the same specific offense, two hundred fifty
24 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid
25 regardless of whether the initial violation is intentionally committed. This amount shall be in
26 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
27 1194.2, and any applicable penalties imposed pursuant to Section 203.

1 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
2 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

3 110. Plaintiff are informed and believe, and based thereon allege, that Defendants caused
4 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
5 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ to pay minimum wages
6 for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated
7 damages.

8 111. As a direct and proximate result of the herein-described Labor Code violations,
9 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
10 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
11 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
12 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
13 subsequent violation.

14 Civil Penalties Under Labor Code § 2699

15 112. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
16 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
17 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
18 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
19 action brought by an aggrieved employee on behalf of himself or herself and other current or former
20 employees pursuant to the procedures specified in Labor Code section 2699.3.

21 113. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
22 Code except those for which a civil penalty is specifically provided, the established civil penalty for
23 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
24 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
25 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
26 employee per pay period for each subsequent violation.

27 114. Plaintiff are informed and believe, and based thereon allege that Defendants, and
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each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5, failing to provide Employee and other aggrieved employees with the amount of paid sick leave required to be provided pursuant to California and local laws.

115. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in connection with their herein-described claims for civil penalties.

DEMAND FOR A JURY TRIAL

A. Plaintiff demands a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff pray for judgment against Defendants as follows:

- A. An Order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages under Labor Code sections 510, 1194, 1197, and 1199.
- D. Liquidated damages pursuant to Labor Code section 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e);
- G. Waiting time penalties under Labor Code sections 203;

- 1 H. Damages under Labor Code section 2802;
- 2 I. Preliminary and permanent injunction(s) prohibiting Defendants from further
- 3 violating the Labor Code and requiring the establishment of appropriate and
- 4 effective means to prevent further violations;
- 5 J. Restitution of wages and benefits due which were acquired by means of any unfair
- 6 business practice, according to proof;
- 7 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
- 8 1174.5, 1197.1, and 2699;
- 9 L. Pre-judgment and post-judgment interest at the maximum rate allowed by law;
- 10 M. For attorneys' fees in prosecuting this action;
- 11 N. For costs of suit incurred herein; and
- 12 O. For such other and further relief as the Court deems just and proper.

13

14 Dated: June 10, 2022

BIBIYAN LAW GROUP, P.C.

15

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17 BY:

Vedang J. Patel

18 DAVID D. BIBIYAN

VEDANG J. PATEL

19 Attorneys for Plaintiff ANGEL MARTINEZ
20 GUZMAN, on behalf of himself and others
21 similarly situated and aggrieved
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 8484 Wilshire Boulevard, Suite 500, Beverly Hills, California 90211.

On June 10, 2022, I caused a true and correct copy of the foregoing document(s) described as **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

Laurie Cortez
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Counsel for Defendant FRESHCO PAINTERS, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 10, 2022 at Beverly Hills, California.

/s/ Emanuel Munquia
Emanuel Munquia