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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

AUG 26 2022

BY



DEPUTY

Samantha Becerra

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHRIS WARD, JOSE PEREDA, and
TAWNY MILLIGAN, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiffs,

vs.

RELISH LABS LLC, D/B/A HOME CHEF,
an unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No.: CIVSB2113821

Honorable David S. Cohn
Department S-26

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

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Failure to Pay Wages, Including, *Inter Alia*, Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);



- (10) Violation of California Labor Code § 227.3, 245 et seq., and 2810.5 (Failure to Provide Paid Sick Leave and Vacation Pay);
- (11) Violation of California Labor Code § 1198 (Reporting Time Pay);
- (12) Violation of California Labor Code § 1198 (Suitable Seating);
- (13) Violation of California Business & Professions Code §§ 17200, et seq.
- (14) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COME NOW, Plaintiffs CHRIS WARD (“Plaintiff WARD”), JOSE PEREDA (“Plaintiff PEREDA”), and TAWNY MILLIGAN (“Plaintiff MILLIGAN”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act (“PAGA”) (together, Plaintiff WARD, Plaintiff PEREDA, and Plaintiff MILLIGAN are referred to as “Plaintiffs”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Bernardino. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members and aggrieved employees took place in the State of California, including the County of San Bernardino.

PARTIES

5. Plaintiff CHRIS WARD is an individual residing in the State of California, County of San Bernardino.

6. Plaintiff JOSE PEREDA is an individual residing in the State of California, County of San Bernardino.

7. Plaintiff TAWNY MILLIGAN is an individual residing in the State of California, County of San Bernardino.

8. Defendant RELISH LABS LLC, D/B/A HOME CHEF, at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Bernardino.

9. At all relevant times, Defendant RELISH LABS LLC, D/B/A HOME CHEF was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on

that information and belief allege, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this complaint (the “Complaint”), and unlawfully caused the injuries and damages to Plaintiffs and the other class members and aggrieved employees as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. Defendant RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members and aggrieved employees so as to make each of said Defendant employers and employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on each of their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees employed by any of the Defendants within the State of California at any time during the period from May 13, 2017 to final judgment.

16. Plaintiffs reserve the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ records.

b. Typicality: Plaintiffs’ claims are typical of all other class members’

claims as demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other class members with whom they have a well-defined community of interest.

- c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each class member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interest that is antagonistic to the other class members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

18. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

- b. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and non-compliant (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day, over forty (40) hours per week, and/or over six (6) consecutive days per workweek and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants had a policy and practice of interfering with

1 Plaintiffs' and other class members' ability to take a sick day, failing to
2 provide notice to Plaintiffs and other class members of their right to paid
3 sick leave, failing to accurately credit/accrue their vacation time and/or
4 sick time pay, failing to provide them paid sick leave, and failing to
5 correctly calculate and pay vacation time and/or sick time pay in violation
6 of Labor Code sections 227.3, 245 et seq., and 2810.5;

- 7 l. Whether Defendants failed to provide Plaintiffs and the other class
8 members with suitable seating to perform their work duties;
9 m. Whether Defendants' conduct was willful or reckless;
10 n. Whether Defendants engaged in unfair business practices in violation of
11 California Business & Professions Code section 17200, et seq.;
- 12 o. The appropriate amount of damages, restitution, and/or monetary
13 penalties resulting from Defendants' violation of California law; and
14 p. Whether Plaintiffs and the other class members are entitled to
15 compensatory damages pursuant to the California Labor Code.

16 **PAGA ALLEGATIONS**

17 19. At all times herein set forth, PAGA was applicable to Plaintiffs' employment by
18 Defendants.

19 20. At all times herein set forth, PAGA provides that any provision of law under the
20 California Labor Code that provides for a civil penalty, including unpaid wages and premium
21 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
22 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
23 on behalf of himself and other current or former employees pursuant to procedures outlined in
24 California Labor Code section 2699.3.

25 21. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom
27 one or more of the alleged violations was committed.

28 22. Plaintiffs were employed by Defendants and the alleged violations were

committed against them during their time of employment and they are, therefore, aggrieved employees. Plaintiffs and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are current or former (a) hourly-paid or non-exempt employees of Defendants or (b) salaried production supervisors employed by Defendants or persons employed by Defendants who held job titles similar to production supervisors and/or performed job duties similar to production supervisors, all of whom were misclassified as “exempt,” and one or more of the alleged violations were committed against them (these individuals are hereinafter referred to as “aggrieved employees”).

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee's Notice”) to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

24. On September 17, 2020 and May 25, 2022, Plaintiff PEREDA provided written notice by online submission to the LWDA and by certified mail to Defendant RELISH LABS LLC, D/B/A HOME CHEF of the specific provisions of the California Labor Code and

Industrial Welfare Commission Wage (“IWC”) Orders alleged to have been violated, including the facts and theories to support the alleged violations. On March 8, 2021 and May 25, 2022, Plaintiff WARD provided written notice by online submission to the LWDA and by certified mail to Defendant RELISH LABS LLC, D/B/A HOME CHEF of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. On April 19, 2021 and May 25, 2022, Plaintiff MILLIGAN provided written notice by online submission to the LWDA and by certified mail to Defendant RELISH LABS LLC, D/B/A HOME CHEF of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs did not receive any notice from the LWDA regarding either its intent to investigate or not investigate the alleged violations, within sixty-five (65) days of the date of the submission of Plaintiffs’ notices.

25. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5, and the applicable IWC Wage Orders (including, *inter alia*, 1-2001, 3-2001, 4-2001, 5-2001, 5-2001, 7-2001 and 8-2001), have been satisfied.

GENERAL ALLEGATIONS

26. At the relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, County of San Bernardino.

27. At the relevant times set forth herein, Defendants employed Plaintiff PEREDA and other persons as salaried production supervisors or with job titles similar to production supervisors and/or with job duties similar to production supervisors, and misclassified them as “exempt” salaried employees within the State of California, County of San Bernardino.

28. Defendants, jointly and severally, employed Plaintiff WARD as an hourly-paid, non-exempt employee, from approximately September 2018 to approximately March 2020, in

the State of California, County of San Bernardino.

29. Defendants, jointly and severally, employed Plaintiff PEREDA as an hourly-paid, non-exempt employee, and, later, as a salaried production supervisor who was misclassified as “exempt,” from approximately February 2019 to approximately June 2020, in the State of California, County of San Bernardino.

30. Defendants, jointly and severally, employed Plaintiff MILLIGAN as an hourly-paid, non-exempt employee, from approximately February 2019 to approximately February 2020, in the State of California, County of San Bernardino.

31. Defendants hired Plaintiffs and the other class members and aggrieved employees and classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and non-compliant meal periods and/or rest breaks.

32. Defendants hired Plaintiff PEREDA and other aggrieved employees as salaried production supervisors or with job titles similar to production supervisors and/or with job duties similar to production supervisors, misclassified them as “exempt,” and failed to compensate them for all hours worked and non-compliant meal periods and/or rest breaks.

33. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs’ and the other class members’ and aggrieved employees’ employment, and to supervise their daily employment activities.

34. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs’ and the other class members’ and aggrieved employees’ employment for them to be joint employers of Plaintiffs and the other class members and aggrieved employees.

35. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

36. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

37. Defendants continue to employ individuals as production supervisors or with job titles similar to production supervisors and/or with job duties similar to production

supervisors, and continue to misclassify these individuals as “exempt” employees, within the State of California.

38. Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, forty (40) hours in a week, and/or over six (6) consecutive days in a workweek, during their employment with Defendants.

39. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their employees within the State of California. With respect to Plaintiffs, other class members, and aggrieved employees who were hourly-paid or non-exempt employees of Defendants, this pattern and practice involved, *inter alia*, failing to pay all wages due to them and for non-compliant meal periods and rest breaks in violation of California law. With respect Plaintiff PAREDA and other aggrieved employees who were salaried production supervisors or who held job titles similar to production supervisors and/or performed job duties similar to production supervisors, all of whom were misclassified as “exempt,” this scheme involved *inter alia* misclassifying these positions as “exempt” managerial employees and failing to pay them all wages due to them and for non-compliant meal and rest periods.

40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

41. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the overtime rate of pay for payment of overtime wages where Plaintiffs and the other class members and aggrieved employees earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages in the same workweek.

42. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 failed to provide Plaintiffs and the other class members and aggrieved employees all required
2 rest and meal periods during the relevant time period as required under the IWC Wage Orders
3 and thus they are entitled to any and all applicable penalties.

4 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members and aggrieved
6 employees were entitled to receive all meal periods or payment of one additional hour of pay
7 at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when
8 a meal period was missed, late, short or interrupted, and they did not receive all meal periods
9 or payment of one additional hour of pay at Plaintiffs' and the other class members' and
10 aggrieved employees' regular rate of pay when a meal period was missed, late, short or
11 interrupted.

12 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
13 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
14 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the
15 regular rate of pay used to calculate the premium for a missed, late, short, or interrupted meal
16 period where Plaintiffs' and the other class members' and aggrieved employees' meal periods
17 were missed, late, short, or interrupted.

18 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other class members and aggrieved
20 employees were entitled to receive all rest periods or payment of one additional hour of pay at
21 Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a
22 rest period was missed, late, short, or interrupted and they did not receive all rest periods or
23 payment of one additional hour of pay at Plaintiffs' and the other class members' and
24 aggrieved employees' regular rate of pay when a rest period was missed, late, short or
25 interrupted.

26 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
28 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the

regular rate of pay used to calculate the premium pay for missed, short, late or interrupted rest periods where Plaintiffs' and the other class members' and aggrieved employees' rest periods were missed, late, short, or interrupted.

47. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to pay equal to half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for each workday in which Plaintiffs and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work.

48. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the reporting time pay for each workday in which Plaintiffs and the other class members and aggrieved employees were required to report to work and were furnished less than half the usual or scheduled day's work.

49. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to pay equal to no less than two (2) hours at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay for each day in which Plaintiffs and the other class members and aggrieved employees were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

50. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the reporting time pay for each day in which Plaintiffs and the other class members and aggrieved employees were required to report for work a second

time in one workday and were furnished less than two hours of work on the second reporting.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

52. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including earned but unpaid overtime wages, minimum wages, reporting time pay, sick pay, vacation pay, and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

53. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all wages owed to them during their employment. Plaintiffs and the other class members and aggrieved employees did not receive payment of all wages, including overtime wages, minimum wages, reporting time pay, sick pay, vacation pay, and meal and rest period premiums, within any time permissible under California Labor Code section 204.

54. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked by Plaintiffs and the other class members and aggrieved employees.

55. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiffs and the other class members and aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

1 56. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved
3 employees were entitled to reimbursement for necessary business-related expenses.

4 57. Plaintiffs are informed and believe, and based thereon allege, that Defendants
5 knew or should have known that Plaintiffs and the other class members and aggrieved
6 employees were entitled to the accrual of vacation pay and /or sick pay in conformity with
7 California law.

8 58. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved
10 employees were entitled to vacation pay and/or sick pay at the Plaintiffs' and class members'
11 and aggrieved employees' correct regular rate of pay, as opposed to the base hourly rate of
12 pay.

13 59. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 failed to use earned commissions/non-discretionary bonuses/non-discretionary performance
15 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the
16 regular rate of pay used to calculate the vacation pay or/or sick pay for each day in which
17 Plaintiffs and the other class members and aggrieved employees were entitled to vacation pay
18 or/or sick pay.

19 60. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members and aggrieved
21 employees were entitled to suitable seating to perform their work duties.

22 61. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that they had a duty to compensate Plaintiffs and the other class
24 members and aggrieved employees pursuant to California law, and that Defendants had the
25 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
26 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
27 employees that they were properly denied wages, all in order to increase Defendants' profits.

28 62. During the relevant time period, Defendants failed to pay overtime wages to

1 Plaintiffs and the other class members and aggrieved employees for all overtime hours
2 worked. Plaintiffs and the other class members and aggrieved employees were required to
3 work more than eight (8) hours per day, forty (40) hours per week, and/or over six (6)
4 consecutive days in a workweek without overtime compensation for all overtime hours
5 worked.

6 63. During the relevant time period, Defendants failed to provide all requisite
7 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
8 employees.

9 64. During the relevant time period, Defendants failed to pay Plaintiffs and the other
10 class members and aggrieved employees at least minimum wages for all hours worked.

11 65. During the relevant time period, Defendants failed to pay Plaintiffs and the other
12 class members and aggrieved employees all wages owed to them upon discharge or
13 resignation.

14 66. During the relevant time period, Defendants failed to pay Plaintiffs and the other
15 class members and aggrieved employees all wages within any time permissible under
16 California law, including, *inter alia*, California Labor Code section 204.

17 67. During the relevant time period, Defendants failed to provide complete or
18 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

19 68. During the relevant time period, Defendants failed to provide notice to Plaintiffs
20 and other class members and aggrieved employees as required by California Labor Code
21 section 2810.5.

22 69. During the relevant time period, Defendants failed to keep complete or accurate
23 payroll records for Plaintiffs and the other class members and aggrieved employees.

24 70. During the relevant time period, Defendants failed to reimburse Plaintiffs and
25 the other class members and aggrieved employees for all necessary business-related expenses
26 and costs.

27 71. During the relevant time period, Defendants failed to accurately credit/accrue
28 vacation time and/or sick time pay to Plaintiffs and the other class members and aggrieved

employees.

72. During the relevant time period, Defendants failed to pay sick time pay to Plaintiffs and the other class members and aggrieved employees at the correct regular rate of pay.

73. During the relevant time period, Defendants failed to provide Plaintiffs and the other class members and aggrieved employees with suitable seating to perform their work duties.

74. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members pursuant to California law in order to increase Defendants' profits.

75. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

76. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

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

78. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours

1 worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek, or for
2 the first eight (8) hours worked on the sixth consecutive day of work in a workweek.

3 79. The applicable IWC Wage Orders further provide that Defendants are and were
4 required to pay Plaintiffs and the other class members overtime compensation at a rate of two
5 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or
6 in excess of eight (8) hours on the sixth consecutive day of work in a workweek.

7 80. California Labor Code section 510 codifies the right to overtime compensation
8 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
9 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
10 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
11 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
12 of work.

13 81. During the relevant time period, Plaintiffs and the other class members worked
14 in excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek, and/or in
15 excess of six (6) consecutive days in a workweek.

16 82. During the relevant time period, Defendants failed to use earned
17 commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary
18 shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to
19 calculate the overtime rate for the payment of overtime wages where Plaintiff and the other
20 class members earned commissions/non-discretionary bonuses/non-discretionary performance
21 pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages
22 in the same workweek.

23 83. During the relevant time period, Defendants intentionally and willfully failed to
24 pay overtime wages owed to Plaintiffs and the other class members.

25 84. Defendants' failure to pay Plaintiffs and the other class members the unpaid
26 balance of overtime compensation, as required by California laws, violates the provisions of
27 California Labor Code sections 510 and 1198, and is therefore unlawful.

28 85. Pursuant to California Labor Code section 1194, Plaintiffs and the other class

members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

86. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set forth herein.

87. At all relevant times, the applicable IWC Orders and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

88. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

89. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

90. At all relevant times, the applicable IWC Wage Orders and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

91. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

92. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

93. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

94. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

95. During the relevant time period, Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the premium for a missed, late, short or interrupted meal period where Plaintiffs' and the other class members' meal periods were missed, late, short, or interrupted.

96. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code sections 226.7 and 512(a).

97. Pursuant to applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

98. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 97, and each and every part thereof with the same force and effect as though fully set forth herein.

99. At all times herein set forth, the applicable IWC Wage Orders and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

100. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

101. At all relevant times, the applicable IWC Wage Orders provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

102. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

103. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

104. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

105. During the relevant time period, Defendants failed to use earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the premium for a missed, late, short, or interrupted rest period where Plaintiffs' and the other class members' rest periods were missed, late, short, or interrupted.

106. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

107. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

108. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

109. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum fixed by an IWC Wage Order or statute is unlawful.

110. During the relevant time period, Defendants failed to pay wages to Plaintiffs and the other class members, including, *inter alia*, minimum wages, overtime wages, meal and rest premiums, reporting time pay, and sick pay, as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

111. Defendants' failure to pay Plaintiffs and the other class members the minimum wage and all wages due as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to

1 recover the unpaid balance of their unpaid wage compensation as well as interest, costs, and
2 attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid
3 and interest thereon.

4 112. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class
5 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
6 employee wages, and \$250.00 for each subsequent failure to pay each employee wages.

7 113. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class
8 members are entitled to recover liquidated damages in an amount equal to the wages
9 unlawfully unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201 and 202)**

12 **(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)**

13 **(On behalf of Plaintiffs and class members only)**

14 114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 113, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 115. At all relevant times herein set forth, California Labor Code sections 201 and
18 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
19 time of discharge are due and payable immediately, and if an employee quits his or her
20 employment, his or her wages shall become due and payable not later than seventy-two (72)
21 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
22 intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.

24 116. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiffs and the other class members who are no longer employed by Defendants their
26 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

27 117. Defendants' failure to pay Plaintiffs and the other class members who are no
28 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)

hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

118. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

119. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 119, and each and every part thereof with the same force and effect as though fully set forth herein.

121. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

122. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

123. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period

124. During the relevant time period, Defendants intentionally and willfully failed to

1 pay Plaintiffs and the other class members all wages due to them, within any time period
2 permissible under California Labor Code section 204.

3 125. Plaintiffs and the other class members are entitled to recover all remedies
4 available for violations of California Labor Code section 204.

5 **SEVENTH CAUSE OF ACTION**

6 **(Violation of California Labor Code § 226(a))**

7 **(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)**

8 **(On behalf of Plaintiffs and class members only)**

9 126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 125, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 127. At all material times set forth herein, California Labor Code section 226(a)
13 provides that every employer shall furnish each of his or her employees an accurate itemized
14 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
15 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
16 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
17 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
18 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
19 his or her social security number, (8) the name and address of the legal entity that is the
20 employer, and (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee. The deductions
22 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
23 showing the month, day, and year, and a copy of the statement or a record of the deductions
24 shall be kept on file by the employer for at least three years at the place of employment or at a
25 central location within the State of California.

26 128. Defendants have intentionally and willfully failed to provide Plaintiffs and the
27 other class members with complete and accurate wage statements. The deficiencies include,
28 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and

the other class members.

129. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

130. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

131. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

132. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

133. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 132, and each and every part thereof with the same force and effect as though fully set forth herein.

134. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

135. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

136. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

137. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against RELISH LABS LLC, D/B/ HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

138. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 137, and each and every part thereof with the same force and effect as though fully set forth herein.

139. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

140. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

141. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as

1 judgments in civil actions in the State of California.

2 **TENTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 227.3, § 245 *et seq.*, and § 2810.5)**

4 **(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)**

5 **(On behalf of Plaintiffs and class members only)**

6 142. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 141, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 143. Labor Code section 227.3 requires that, unless otherwise provided by a
10 collective bargaining agreement, when an employment contract or employer policy provides
11 for paid vacations or time off, all vested vacation and time off shall be paid to the employee as
12 wages at his or her final rate, provided, however, that an employment contract or employer
13 policy shall not provide for forfeiture of vested paid vacation time or time off upon
14 termination.

15 144. Labor Code section 246(a)(1) provides that “[a]n employee who, on or after July
16 1, 2015, works in California for the same employer for thirty (30) or more days within a year
17 from the commencement of employment is entitled to paid sick days as specified in this
18 section.”

19 145. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick
20 days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
21 commencement of employment or the operative date of this article, whichever is later, subject
22 to the use and accrual limitations set forth in this section” and employees classified as
23 “exempt” are “deemed to work forty (40) hours per workweek for the purposes of this section ,
24 unless the employee’s normal workweek is less than forty (40) hours, in which case the
25 employee shall accrue paid sick leave based on that normal workweek[.]”

26 146. Labor Code section 246(b) provides: “[a]n employer may use a different
27 accrual method, other than providing one hour per every 30 hours worked, provided that the
28 accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick

1 leave or paid time off by the 120th calendar day of employment or each calendar year, or in
2 each 12-month period” or “ [a]n employer may satisfy the accrual requirements of this section
3 by providing not less than 24 hours or three days of paid sick leave that is available to the
4 employee to use by the completion of the employee’s 120th calendar day of employment.”

5 147. Labor Code section 246(l) provides that the employer shall calculate and pay
6 paid sick leave by using one of the following calculations: “[p]aid sick time for nonexempt
7 employees shall be calculated in the same manner as the regular rate of pay for the workweek
8 in which the employee uses paid sick time, whether or not the employee actually works
9 overtime in that workweek[.]” “[p]aid sick time for nonexempt employees shall be calculated
10 by dividing the employee’s total wages, not including overtime premium pay, by the
11 employee’s total hours worked in the full pay periods of the prior 90 days of employment[.]”
12 or “[p]aid sick time for exempt employees shall be calculated in the same manner as the
13 employer calculates wages for other forms of paid leave time.”

14 148. California Labor Code section 2810.5 requires an employer to provide written
15 notice to an employee, at the time of hiring, containing the following information: The rate or
16 rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece,
17 commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any,
18 claimed as part of the minimum wage, including meal or lodging allowances. The regular
19 payday designated by the employer in accordance with the requirements of this code. The
20 name of the employer, including any “doing business as” names used by the employer. The
21 physical address of the employer’s main office or principal place of business, and a mailing
22 address, if different. The telephone number of the employer. The name, address, and telephone
23 number of the employer’s workers’ compensation insurance carrier. That an employee: may
24 accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be
25 terminated or retaliated against for using or requesting the use of accrued paid sick leave; and
26 has the right to file a complaint against an employer who retaliates. Any other information the
27 Labor Commissioner deems material and necessary.

28 149. Defendants failed to use the earned commissions/non-discretionary

bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate the vacation pay or/or sick time pay for each day in which Plaintiffs and the other class members were entitled to vacation pay or/or sick time pay.

150. Defendants failed to accurately record time worked and thus accurately credit/accrue vacation time and/or sick time pay, failed to timely pay vacation, time, and/or sick time pay, and/or failed to correctly calculate and pay vacation, time off, and/or sick time pay, to Plaintiffs and other class members and aggrieved employees, in violation of Labor Code sections 227.3 and 245 *et seq.*, resulting in underpayment of wages in violation of Labor Code sections 201, 202, and 203.

151. Defendants failing to provide notice to Plaintiffs and other class members of their right to paid sick leave in violation of Labor Code section 2810.5.

152. During the relevant time period, Defendants intentionally and willfully failed allow Plaintiffs' and other class members to take sick days, failed to provide notice to Plaintiffs and other class members of their right to paid sick leave, and failed to provide paid sick leave to Plaintiffs and other class members, as required under California Labor Code sections 245 *et seq.* and 2810.5.

153. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code sections 245 *et seq.* and 2810.5.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 1198 and IWC Wage Orders)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

154. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 153, and each and every part thereof with the same force and effect as though fully set forth herein.

155. The applicable IWC Wage Orders (including Wage Order Nos. 1-2001, Section 5; 3-2001, Section 5; 4-2001, Section 5; 5-2001, Section 5; 7-2001, Section 5; and 8-2001,

Section 5), and Labor Code section 1198 provide that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

154. The applicable IWC Wage Orders and Labor Code section 1198 further provide that if an employee is required to report for work a second time in any one workday and is furnished less than two hours of work on the second reporting, said employee shall be paid for two hours at the employee's regular rate of pay, which shall not be less than the minimum wage.

155. Defendants failed to pay Plaintiffs and the other class members for half their usual or scheduled day's work, in an amount no less than two (2) hours nor more than (4) hours, at Plaintiffs' and the other class members' regular rate of pay for each workday in which Plaintiffs and the other class members were required to report to work, did report to work, and were not put to work or were furnished less than half of said employee's usual or scheduled day's work.

156. Defendants failed to pay Plaintiffs and the other class members for two hours at Plaintiffs' and the other class members' regular rate of pay for each day in which Plaintiffs and the other class members were required to report for work a second time in one workday and were furnished less than two hours of work on the second reporting.

157. Plaintiffs and the other class members are entitled to recover all remedies available for violation of Labor Code section 1198 and the applicable IWC Wage Orders, including and not limited to, unpaid reporting time wages, applicable penalties, interest thereon, attorneys' fees, and costs of suit.

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TWELFTH CAUSE OF ACTION

(Violation of California Labor Code § 1198 and IWC Wage Orders)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

158. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 157, and each and every part thereof with the same force and effect as though fully set forth herein.

159. The applicable IWC Wage Orders (including Wage Orders Nos. 1-2001, Sections 14(A) and 14(B); 3-2001, Sections 14(A) and 14(B); 4-2001, Sections 14(A) and 14(B); 5-2001, Sections 14(A) and 14(B); 7-2001, Sections 14(A) and 14(B); and 8-2001, Sections 14(A) and 14(B)) and Labor Code section 1198 provide that all working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats and when employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the performance of their duties.

160. Defendants failed to provide Plaintiffs and the other class members with suitable seating, in violation of both Section 14(A) and Section 14(B) of the applicable IWC Wage Orders and Labor Code Section 1198..

161. Plaintiffs and the other class members are entitled to recover all remedies available for violation of Labor Code section 1198 and the applicable IWC Wage Orders, including and not limited to, applicable penalties, interest thereon, attorneys' fees, and costs of suit.

THIRTEENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

162. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 161, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 163. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
3 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
4 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
5 interest within the meaning of Code of Civil Procedure section 1021.5.

6 164. Defendants' activities as alleged herein are violations of California law, and
7 constitute unlawful business acts and practices in violation of California Business &
8 Professions Code section 17200, et seq.

9 165. A violation of California Business & Professions Code section 17200, et seq.
10 may be predicated on the violation of any state or federal law. In this instant case,
11 Defendants' policies and practices of requiring employees, including Plaintiffs and the other
12 class members, to work overtime without paying them proper compensation violate California
13 Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of
14 requiring employees, including Plaintiffs and the other class members, to work through their
15 meal and rest periods without paying them proper compensation violate California Labor Code
16 sections 226.7 and 512(a). Defendants' policies and practices of failing to pay all wages due,
17 including and not limited to minimum, overtime, and reporting time wages, sick pay, vacation
18 pay, and meal and rest premiums violate California Labor Code sections 1194, 1197, and
19 1197.1. Moreover, Defendants' policies and practices of failing to timely pay wages to
20 Plaintiffs and the other class members violate California Labor Code sections 201, 202 and
21 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and
22 2802. Defendants also violated California Labor Code sections 227.3, 245 *et seq.*, and 2810.5
23 by failing to provide notice to Plaintiffs and other class members of their right to paid sick
24 leave, failing to accurately credit/accrue their vacation time and/or sick time pay, failing to
25 provide them paid sick leave, and failing to correctly calculate and pay vacation time and/or
26 sick time pay in violation of Labor Code sections 227.3, 245 *et seq.*, and 2810.5

27 166. As a result of the herein described violations of California law, Defendants
28 unlawfully gained an unfair advantage over other businesses.

FOURTEENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against RELISH LABS LLC, D/B/A HOME CHEF and DOES 1 through 100)

(On behalf of Plaintiffs and aggrieved employees only)

169. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 168, and each and every part thereof with the same force and effect as though fully set forth herein.

170. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

171. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

172. Plaintiffs and other aggrieved employees are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

173. Defendants' failure to pay legally required overtime wages to Plaintiffs and the

other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

174. Defendants' failure to provide legally required meal periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

175. Defendants' failure to provide legally required rest periods to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Wages (Including, Inter Alia, Minimum Wages)

176. Defendants' failure to pay legally required wages to Plaintiffs and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

177. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

178. Defendants' failure to timely pay wages to Plaintiffs and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

179. Defendants' failure to provide complete and accurate wage statements to Plaintiffs and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

180. Defendants' failure to keep complete and accurate payroll records relating to

1 Plaintiffs and the other aggrieved employees in accordance with California Labor Code section
2 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code
3 section 1174(d).

4 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

5 181. Defendants' failure to reimburse Plaintiffs and the other aggrieved employees
6 for necessary business-related expenses and costs in accordance with California Labor Code
7 sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California
8 Labor Code sections 2800 and 2802.

9 **Failure to Provide Paid Sick Leave and Vacation Pay**

10 182. Defendants' failure to allow Plaintiffs and other class members to take a sick
11 day, failure to provide notice to Plaintiffs and other class members of their right to paid sick
12 leave, failure to accurately credit/accrue their vacation time and/or sick time pay, failure to
13 provide them paid sick leave, and failure to correctly calculate and pay vacation time and/or
14 sick time pay, in violation of Labor Code sections 227.3 and 245 *et seq.* constitutes unlawful
15 and/or unfair activity prohibited by California Labor Code sections 227.3 and 245 *et seq.*

16 **Failure to Provide Notice to Employees**

17 183. Defendants' failure to provide notice to Plaintiffs and other aggrieved
18 employees containing requisite information in violation of California Labor Code section
19 2810.5 constitutes unlawful and/or unfair activity prohibited by California Labor Code section
20 2810.5.

21 **Failure to Pay Reporting Time Pay**

22 184. Defendants' failure to pay Plaintiffs and the other aggrieved employees
23 reporting time pay constitutes unlawful and/or unfair activity prohibited by California Labor
24 Code section 1198 and the applicable IWC Wage Orders.

25 **Failure to Provide Suitable Seating**

26 185. Defendants' failure to provide suitable seating to Plaintiffs and the other
27 aggrieved employees, in violation of Labor Code section 1198 and Section 14(A) and Section
28 14(B) of the applicable IWC Wage Orders constitutes unlawful and/or unfair activity

prohibited by California Labor Code section 1198 and the applicable IWC Wage Orders.

186. Pursuant to California Labor Code section 2699, Plaintiffs, individually, and on behalf of all aggrieved employees, request and are entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

187. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

188. Further, Plaintiffs are entitled to seek and recover reasonable attorneys' fees and

costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That the first through thirteen causes of action be certified to proceed on a class action basis on behalf of class members;
2. That Plaintiffs be appointed as the representatives of the class;
3. That counsel for Plaintiffs be appointed as counsel for the class; and
4. That Defendants provide to class counsel, immediately, the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

California Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts

were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

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

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

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

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

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

1 34. For such other and further relief as the Court may deem just and proper.

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

3 35. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
5 by California Labor Code section 204 to Plaintiffs and the other class members;

6 36. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 37. For pre-judgment interest on any unpaid compensation from the date such
9 amounts were due; and

10 38. For such other and further relief as the Court may deem just and proper.

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

12 39. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
14 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized
15 wage statements thereto;

16 40. For actual, consequential and incidental losses and damages, according to proof;

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

18 42. For injunctive relief to ensure compliance with this section, pursuant to
19 California Labor Code section 226(h); and

20 43. For such other and further relief as the Court may deem just and proper.

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

22 44. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
24 for Plaintiffs and the other class members as required by California Labor Code section
25 1174(d);

26 45. For actual, consequential and incidental losses and damages, according to proof;

27 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

28 47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court adjudge and decree that Defendants violated California Labor Code sections 227.3, 245 *et seq.*, and 2810.5 by failing to properly credit/accrue vacation time and/or paid sick time, by failing to pay sick time pay at the correct regular rate of pay, and failing to provide notice of right to paid sick leave.

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

55. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

56. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

57. That the Court adjudge and decree that Defendants violated California Labor Code section 1198 and the applicable IWC Wage Orders by failing to pay Plaintiffs and the other class members reporting time pay.

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

59. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

60. For such other and further relief as the Court may deem just and proper.

As to the Twelfth Cause of Action

61. That the Court adjudge and decree that Defendants violated California Labor Code section 1198 and the applicable IWC Wage Orders by failing to provide Plaintiffs and the other Class Members with suitable seating.

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

63. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

For such other and further relief as the Court may deem just and proper

As to the Thirteenth Cause of Action

64. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all minimum, overtime and reporting time compensation and meal and rest period premiums due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1194, 1197, 1197.1, 1198 and by violating California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5 and IWC Wage Orders (including, *inter alia*, 1-2001, 3-2001, 4-2001, 5-2001, 5-2001, 7-2001 and 8-2001).

65. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

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

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

68. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

69. For such other and further relief as the Court may deem just and proper.

As to the Fourteenth Cause of Action

70. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 227.3, 245 *et seq.*, 432, 510, 512(a), 551, 552, 558, 1174(d), 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, and 2810.5 and IWC Wage Orders (including, *inter alia*, 1-2001, 3-2001, 4-2001, 5-2001, 5-2001, 7-2001 and 8-2001); and

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

Dated: July 31, 2022

LAWYERS for JUSTICE, PC

By: 
Edwin Aiwanian
Joanna Ghosh
Annabel Blanchard
Attorneys for Plaintiff

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 18 and not a party to the within action. My business address is 410 West Arden Avenue, Suite 203, Glendale, California 91203.

On August 26, 2022, I served the following document described as: **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES & ENFORCEMENT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE § 2698, ET SEQ.** on interested parties in this action as follows:

Tritia M. Murata
David P. Zins
MORRISON & FOERSTER LLP
707 Wilshire Blvd.,
Los Angeles, CA 90017

Karen J. Kubin
MORRISON & FOERSTER LLP
425 Market Street
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Attorney for Defendant Relish Labs LLC dba Home Chef

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

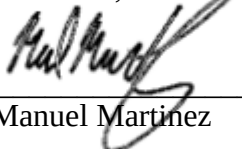
[X] BY ONLINE SUBMISSION

The foregoing document was transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on August 26, 2022, at Glendale, California.


Manuel Martinez