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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Maleia Juan, Deputy

Attorneys for Plaintiff PAUL HERNANDEZ,
on behalf of himself and all others similarly situated
and on behalf of the general public

\$435 PAID

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF STANISLAUS

PAUL HERNANDEZ, on behalf of
himself and all others similarly situated,
and on behalf of the general public,

Plaintiff,

v.

UNITED FACILITIES, INC.; and
DOES 1-100,

Defendants.

Case No.CV-21-004264

**PLAINTIFF PAUL HERNANDEZ'S PAGA
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

This case has been assigned to Judge Sandhu, Sonny S.
Department Dept. 24, for all purposes including Trial.

1 Plaintiff PAUL HERNANDEZ (hereinafter “Plaintiff”), on behalf himself and all other similarly
2 aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against Defendant
3 UNITED FACILITIES, INC. (hereinafter “Defendant”) and/or DOES 1-100.

4 **I. INTRODUCTION**

- 5 1. This is a representative action seeking recovery of penalties under the California Labor Code
6 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
7 Defendant UNITED FACILITIES, INC. and/or DOES 1-100. The PAGA permits an
8 “aggrieved employee” to bring a lawsuit on behalf of himself and other current and former
9 employees to address an employer’s violations of the *California Labor Code*.
- 10 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendant
11 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
12 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
13 break; worked qualifying shifts without receiving second meal periods and second and third
14 rest breaks; were not provided accurate itemized wage statements; were not paid all wages
15 owed twice per month; were not paid compensation for all time worked at the straight,
16 overtime, or double time rate; and were not paid waiting time penalties. Plaintiff seeks
17 penalties on behalf of himself and all other aggrieved employees of Defendant and/or DOES
18 as provided herein. This Complaint also seeks attorneys’ fees and costs under the PAGA, Cal.
19 Lab. Code § 2699(g)(1).
- 20 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
21 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
22 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
23 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all
24 unprovided meal periods; paid one hour of premium pay for all rest periods that were not
25 authorized and/or permitted; paid penalties for not being provided itemized wage statements;
26 paid compensation for all time worked at the regular, overtime or double time rate; paid all
27 wages owed twice per month; and paid penalties for not being paid timely at the time of
28 termination.

1 4. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of
2 Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire
3 and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other
4 aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or
5 where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved
6 and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved
7 employees labored under. These policies and/or practices included, but were not limited to,
8 policies and/or practices regarding meal periods, straight time, overtime, double time, rest
9 periods, wage statements, paying compensation at time of termination, and timing of payment.
10 Further, Defendant and/or DOES had the ability to prevent Plaintiff and the other aggrieved
11 employees from working.

12 **II. JURISDICTION AND VENUE**

13 5. Plaintiff PAUL HERNANDEZ is an individual residing in California. Plaintiff was employed
14 by Defendant and/or DOES in California. Plaintiff, and each of the aggrieved employees, were
15 employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within
16 the State of California. Plaintiff and each of the aggrieved employees were subject to the
17 unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of
18 California Labor and Workforce Development Agency (LWDA).

19 6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
20 and/or DOE operates facilities, employs hourly employees, conducts business, and commits
21 *California Labor Code* violations within Stanislaus County and California. Each Defendant
22 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
23 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees
24 situated within the State of California and within Stanislaus County. Defendants and/or DOES
25 employ numerous aggrieved employees in California and/or Stanislaus County.

26 7. Plaintiff brings this action on behalf of himself and the other aggrieved employees of
27 Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the
28 general public, will and does seek to recover any and all penalties for each and every violation

shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of her intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

8. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil Procedure*, and *Civil Code*.

9. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendant and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Stanislaus, California.

III. THE PARTIES

A. Plaintiff

10. Plaintiff PAUL HERNANDEZ, a former employee of Defendant and/or DOES, and similar aggrieved employees were and are entitled to statutory meal periods, statutory rest periods, accurate itemized wage statements, payment of wages owed twice a month, compensation for all time worked at the regular, overtime, and doubletime rate, and to be paid timely pursuant to California law and/or to receive timely wages at the time of termination from Defendants and/or DOES.

11. Plaintiff and similar aggrieved employees were and are employed in the State of California by the Defendant and/or DOES as forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, as non-exempt, hourly employees during the relevant time period. Plaintiff was employed in a non-exempt capacity.

12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the LWDA and Defendant on May 26, 2021. This notice demonstrates that Plaintiff is an aggrieved

employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. No notice of cure by Defendant and/or DOES was provided and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

B. Defendant

13. Defendant and/or DOES are engaged in the ownership and operation of warehouses and industrial work sites located within Stanislaus County and throughout California. During the liability period, Defendant and/or DOES employed Plaintiff and similarly situated persons as non-exempt employees within California. On information and belief, each of the Defendant and/or DOES is conducting business in California and engaged in the operation of facilities which provides warehouse management, packaging, transportation, and supply chain services in the United States.

14. Defendant boasts that it “is one of the nation's premier logistics companies and our team is part of a supportive, educationally driven, positively influenced group.” UNITED FACILITIES (Employment), <https://www.unifac.com/employment>, (Last visited August 9, 2021).

15. Defendant also informs potential employee applicants that the “work environment is positive and respectful,” and that they “understand that respect and encouragement creates an excellent work environment in which employees feel comfortable and desire to succeed and grow.” *Id.*

16. However, despite its claims of being “supportive,” “positive,” and “respectful,” Defendant fails to pay its employees for all their time worked or provide them the protections owed under the Labor Code, falling far short of any purported high standards Defendant holds, and wholly contradicting any notion that working for Defendant comes with any sort of “respect” or “encouragement” to help its employees succeed.

17. Defendant’s and/or DOES’ principal place of business was/is in the State of California.

18. Defendant and/or DOES have numerous offices and/or contracts in the State of California.

19. California is the nerve center of Defendant’s and/or DOES’ operations.

20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in

the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

21. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

22. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

23. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the other aggrieved employees are composed of all hourly non-exempt forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, and all similarly situated non-exempt aggrieved employees of Defendant and/or DOES in the State of California.

24. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

25. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift

of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by failing to provide compensation for these unprovided meal periods, Defendants and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 9-2001, and California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

26. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

27. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 9-2001, and California Code of Regulations, Section 11070(12).

28. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

29. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the aggrieved employees all wages earned twice per month.

30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the aggrieved employees.

32. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that

1 they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with
2 California law, and that Defendant and DOES had the ability to pay such compensation, but
3 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
4 Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and
5 the other aggrieved employees.

6 33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
7 Plaintiff and the other aggrieved employees were entitled to timely wages at the time of
8 termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages
9 owed, meal period premiums, and/or rest period premiums owed at the time of termination.

10 34. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the other
11 aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours
12 of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

13 35. Plaintiff brings this action on behalf of himself and all other aggrieved employees defined as
14 all security guards, or similar job designations and titles, and all other similarly situated non-
15 exempt hourly employees of Defendant and/or DOES in California, employed beginning one
16 year prior to the date Plaintiff sent Notice to the LWDA.

17 36. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with
18 respect to the issues or in any other way.

19 **FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
20 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages**
21 **for All Work Performed (Cal. Lab. Code §2698 et. seq.).**

22 37. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
23 as if fully plead.

24 38. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab.
25 Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the
26 pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits
27 the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions
28 from wages when the employer is required or empowered to do so by state or federal law or

when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

39. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

40. Under Defendant’s and/or DOES’ policies and procedures, hourly employees, like Plaintiff, are subject to Defendant’s and/or DOES’ control before and after shifts when they are not being paid. For instance, it takes a substantial amount of time to get to the time clocks at the beginning of shifts and substantial time to leave the facility after shifts without being paid. As a result, Plaintiff and the aggrieved employees are not paid for several minutes of time during each and every shift in which they remain under Defendant’s and/or DOES’ compensable control.

41. Defendant and/or DOES also seize employee compensation through its time rounding policies, wherein hourly employees’ time is rounded to show less than the actual hours worked. This regularly results in Plaintiff and the aggrieved employees being shorted the full compensation owed to them under California law.

42. Additionally, Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked in that Defendant and/or DOES continuously and consistently clock Plaintiff and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise records a meal period, even though Plaintiff and the aggrieved employees have to perform work duties during their meal periods, are not relieved of all duties during meal periods, are not able to leave the work location during meal periods, and/or are unable to take meal periods wherever they wanted. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees every day they work without a lawful meal period and have time deducted for a meal period.

43. Plaintiff and the aggrieved employees were employed by Defendant and/or DOES at all

relevant times. Defendant and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

44. Plaintiff and the aggrieved employees were entitled to be paid the minimum wage for all time worked. By failing to pay for all work performed, Defendant and/or DOES's compensation to Plaintiff and the aggrieved employees fell below the applicable minimum wage.

45. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

46. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendant and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

47. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, and all similarly situated non-exempt aggrieved employees of Defendant and/or DOES in California.

48. Plaintiff, as a former non-exempt employee of Defendant and/or DOES who Defendant's and/or DOES' failed to pay all wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

49. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

50. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred

dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

51. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed

52. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

53. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

54. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

55. Under Wage Order 9-2001 section 3(B)(1), no employer shall be deemed to have violated the daily overtime provisions by instituting, pursuant to the election procedures set forth in this wage order, a regularly scheduled alternative workweek schedule of not more than ten (10) hours per day within a 40 hour workweek without the payment of an overtime rate of compensation. Each proposal for an alternative workweek schedule shall be in the form of a written agreement proposed by the employer. The proposed agreement must designate a

regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring. In order to be valid, the proposed alternative workweek schedule must be adopted in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit. The election shall be held during regular working hours at the employees' work site. Failure to comply with the provisions set forth in Wage Order 9-2001 section 3(C)(2) shall make the election null and void.

56. Defendant and/or DOES did not validly implement an alternative workweek schedule. Even if Defendant and/or DOES did validly implement an alternative workweek schedule, they still fail to pay Plaintiff and the aggrieved employees overtime and double time wages. Plaintiff and the aggrieved employees regularly worked over ten (10) hours per day and forty (40) hours per week. However, Defendant and/or DOES never paid Plaintiff and the aggrieved employees overtime for when they worked beyond ten (10) hours per day.

57. Under Defendant's and/or DOES' policies and procedures, hourly employees, like Plaintiff, are subject to Defendant's and/or DOES' control before and after shifts when they are not being paid. For instance, it takes a substantial amount of time to get to the time clocks at the beginning of shifts and substantial time to leave the facility after shifts without being paid. As a result, Plaintiff and the aggrieved employees are not paid for several minutes of time during each and every shift in which they remain under Defendant's and/or DOES' compensable control. As Plaintiff and the aggrieved employees regularly worked over ten (10) hours per day and forty (40) hours per week, Plaintiff and the aggrieved employees are owed overtime for this unpaid work.

58. Additionally, Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked in that Defendant and/or DOES continuously and consistently clock Plaintiff and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise records a meal period, even though Plaintiff and the aggrieved employees have to perform work duties during their meal periods, are not relieved of all duties during meal periods, are not able to leave the work location during meal periods, and/or are

1 unable to take meal periods wherever they wanted. Thus, Defendant and/or DOES shave/steal
2 earned wages from Plaintiff and the aggrieved employees every day they work without a lawful
3 meal period and have time deducted for a meal period. As Plaintiff and the aggrieved
4 employees regularly worked over ten (10) hours per day and forty (40) hours per week, Plaintiff
5 and the aggrieved employees are owed overtime for this unpaid work.

6 59. Defendant's and/or DOES' hourly employees also suffer unpaid overtime due to Defendant's
7 and/or DOES' time rounding policies to show less time worked to avoid paying overtime
8 compensation in shifts.

9 60. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid
10 wages, and lost interest on such wages, and expenses.

11 61. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse
12 workers, production workers, shipping workers, receiving workers, inventory workers, and
13 similar job designations, and all similarly situated non-exempt aggrieved employees of
14 Defendant and/or DOES in California.

15 62. Plaintiff, as a representative of the people of the State of California, will seek any and all
16 penalties otherwise capable of being collected by the Labor commission and/or the Department
17 of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

18 63. Plaintiff, as a representative of the people of the State of California, will seek all penalties
19 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
20 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that Section
21 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

22 64. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
23 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
24 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
25 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
26 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

27 65. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
28 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this

chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code §2698 et. seq.).

66. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

67. Under Cal. Lab. Code § 512, and IWC Wage Order 9-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

68. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

69. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

70. Defendant and/or DOES incentivizes employees to forego taking off-premises meal periods. This is because of Defendant's and/or DOES' placement of time clocks, coupled with the sprawling size of the production and inventory facility, all of which were discussed above. Employees wishing to go off premises for meal periods, will lose several minutes of their meal periods subject to long walks to the time clock due to Defendant's and/or DOES' timeclock

1 placements deep into the facility.

2 71. Furthermore, Plaintiffs and the aggrieved employees regularly worked over ten (10) hours per
3 day. However, Defendant's and/or DOES' meal period policies do not account for second meal
4 periods and they are never provided to Plaintiff and the aggrieved employees as required under
5 California laws.

6 72. By failing to provide statutory first and/or second meal periods, and by failing to provide
7 compensation for unprovided meal periods, as alleged above, Defendant willfully violated the
8 provisions of the Cal. Lab. Code §§ 226.7 and 512.

9 73. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse
10 workers, production workers, shipping workers, receiving workers, inventory workers, and
11 similar job designations, and all similarly situated non-exempt aggrieved employees of
12 Defendant and/or DOES in California.

13 74. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
14 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
15 has satisfied all prerequisites to serve as a representative of the general public to enforce
16 California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

17 75. Plaintiff, as a representative of the people of the State of California, will seek all penalties
18 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
19 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section
20 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

21 76. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
22 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
23 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
24 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
25 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

26 77. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
27 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
28 chapter or any provisions regulating hours and days of the week of the Industrial Welfare

Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab. Code §2698 et. seq.).

78. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

79. Industrial Welfare Commission Order No. 9-2001 section 12(A) states “[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 week period. The authorized 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.”

80. At all times mentioned herein, Defendant and/or DOES failed to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

81. Defendant and/or DOES have had a consistent policy and/or practice of not providing rest periods to Plaintiff and all aggrieved employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the aggrieved employees are regularly required to work over ten (10) hours in a shift, but Defendant’s and/or DOES’ policies do not authorize or permit third rest breaks.

82. Furthermore, Defendant and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and the aggrieved employees to work through their rest periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right to be completely free from employer control under California law.

83. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided periods, as alleged above, Defendant and/or DOES willfully violated the provisions of Cal.

Lab. Code § 226.7.

84. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, and all similarly situated non-exempt aggrieved employees of Defendant and/or DOES in California.

85. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for violations of Cal. Lab. Code § 226.7.

86. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

87. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

88. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).

89. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 90. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay,
3 in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left
4 Defendant's and/or DOES' employ or who were terminated.

5 91. Plaintiff and/or the other aggrieved employees who ended their employment with Defendant
6 and/or DOES during the last year were entitled to be promptly paid all lawful compensation,
7 and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

8 92. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges
9 an employee, the wages earned and unpaid at the time of discharge are due and payable
10 immediately, and if an employee quits his or her employment, his or her wages shall become
11 due and payable no later than seventy-two (72) hours thereafter, unless the employee has given
12 seventy-two (72) hours notice of his or her intention to quit, in which case the employee is
13 entitled to his or her wages at the time of quitting.

14 93. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
15 pay Plaintiff and the other aggrieved employees who are no longer employed by Defendant
16 and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their
17 leaving Defendant's and/or DOES' employ.

18 94. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no
19 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within
20 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of
21 Cal. Lab. Code §§ 201 and 202.

22 95. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in
23 accordance with sections 201 and 202, the wages of the employee shall continue as a penalty
24 from the due date thereof at the same rate until paid or until an action is commenced; but the
25 wages shall not continue for more than thirty (30) days.

26 96. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages due
27 at termination, is an aggrieved employee with standing to bring an action under the
28 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to

enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

97. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

98. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, and all similarly situated non-exempt aggrieved employees of Defendant and/or DOES in California.

99. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

100. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 et. seq.).

101. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

102. Cal. Lab. Code § 226 subdivision (a) requires Defendant and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked

1 by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendant
2 and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees,
3 either as an detachable part of the check, draft, or voucher paying the employee’s wages, or
4 separately when wages are paid by personal check or cash, an accurate itemized statement in
5 writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the
6 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
7 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
8 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
9 dates of the period for which the employee is paid, (7) the name of the employee and only the
10 last four digits of his or her social security number or an employee identification number other
11 than the social security number, (8) the name and address of the legal entity that is the
12 employer...(9) all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate and the corresponding number of hours worked at
14 each hourly rate by the employee....”

15 103. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of
16 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day
17 and year, and a copy of the statement and the record of the deductions shall be kept on file by
18 the employer for at least three years at the place of employment or at a central location within
19 the State of California.”

20 104. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
21 provide Plaintiff and the aggrieved employees with wage statements at the time of each
22 payment.

23 105. Even if the wage statements were provided adequately, Defendant and/or DOES have
24 knowingly and intentionally failed to comply with Cal. Lab. Code § 226(a) on each and every
25 wage statement provided to Plaintiff and the other aggrieved employees.

26 106. In every pay period during the period of the relevant statute of limitations, Defendant and/or
27 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
28 as Cal. Lab. Code § 226, subsection (a), requires. In every pay period during the period of the

relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the total hours worked on wage statements and failed to include this information accurately. Defendant and/or DOES therefore knowingly and intentionally failed to itemize the total hours worked on Plaintiff's and the aggrieved employees' wage statements.

107. Defendant and/or DOES had a uniform policy of deducting 30-minutes each workday from Plaintiff's and the aggrieved employees' wages for meal periods, despite Plaintiff and the aggrieved employees working during and throughout the time period of the deduction. Defendant and/or DOES violated the Cal. Lab. Code § 226, subdivision (a) requirement of itemizing all deductions from wages. As Defendant and/or DOES knew or had reason to know Plaintiff and the aggrieved employees worked during meal periods, Defendant and/or DOES knowingly and intentionally failed to comply with Cal. Lab. Code § 226, subdivision (a).

108. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the net wages earned on wage statements.

109. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include Plaintiff's and the aggrieved employees net wages on wage statements and failed to itemize this amount accurately.

110. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include all deductions on Plaintiff's and the aggrieved employees' wage statements and/or failed to itemize deductions accurately.

111. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the inclusive dates for which the employees are paid or the last four digits of the aggrieved employees social security number or an employee identification number and/or failed to itemize this information accurately.

112. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the name of the legal entity that is the employer thereby failing to furnish accurate itemized statements.

113. Throughout the statutory period, because of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the

aggrieved employees have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

114. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse workers, production workers, shipping workers, receiving workers, inventory workers, and similar job designations, and all similarly situated non-exempt aggrieved employees of Defendant and/or DOES in California.

115. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to provide accurate and itemized wage statements, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

116. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174, 1199.

117. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

118. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month

1 (Cal. Lab. Code § 2698 *et. seq.*).

2 119. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
3 as if fully plead.

4 120. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in
5 any employment are due and payable twice during each calendar month, on days designated in
6 advance by the employer as the regular paydays.

7 121. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any
8 employment are due and payable twice during each calendar month, on days designated in
9 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
10 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the
11 month during which the labor was performed, and labor performed between the 16th and the
12 last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the
13 following month.”

14 122. Defendant and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff and
15 the aggrieved employees twice per month. By failing to pay employees twice per month,
16 Defendant and/or DOES willfully violated the provisions of Cal. Lab. Code § 204(a).

17 123. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
18 pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice
19 during each calendar month.

20 124. Alternatively, Defendant and/or DOES failed to pay wages to Plaintiff and the aggrieved
21 employees earned within seven (7) calendar days of the end of the payroll period in which the
22 wages were earned.

23 125. Defendant and/or DOES failure to pay Plaintiff and the aggrieved employees their wages, that
24 were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab. Code §
25 204.

26 126. These claims are on behalf of Plaintiff and all hourly non-exempt forklift operators, warehouse
27 workers, production workers, shipping workers, receiving workers, inventory workers, and
28 similar job designations, and all similarly situated non-exempt aggrieved employees of

- 1 Defendant and/or DOES in California.
- 2 127. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed pay all wages owed
3 twice per month, is an aggrieved employee with standing to bring an action under the PAGA.
4 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
5 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
6 2699.5 for violations of Cal. Lab. Code § 204.
- 7 128. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
8 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
9 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
10 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
11 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
- 12 129. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
13 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
14 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
15 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
16 pursuant to Cal. Lab. Code § 558(a).

17 **V. PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
19 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- 20 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
- 21 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for
22 failure to provide compliant meal periods;
- 23 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
24 for each pay period during which an employee was underpaid due to failure to provide paid
25 meal periods;
- 26 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
27 for failure to provide all rest periods;
- 28 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*

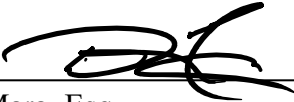
- 1 for each pay period during which an employee was underpaid due to failure to provide paid
2 rest periods;
- 3 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
4 for failure to timely pay wages at separation;
- 5 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
6 for failure to provide compensation at the regular, overtime, and double time rate for all time
7 worked;
- 8 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
9 for failure to provide compensation at the minimum wage;
- 10 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
11 for failure to provide accurate, itemized wage statements;
- 12 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
13 for failure to pay employees all wages owed twice per month;
- 14 K. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff demands a jury trial.

17 **MARA LAW FIRM, PC**

18
19 Date: August 10, 2021

Signed: 
David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiff PAUL HERNANDEZ,
on behalf of himself and all others similarly
situated, and on behalf of the general public