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and on behalf of all others similarly situated
and as a representative of aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JAVIER SANTIAGO, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVAR SOLUTIONS INC., a Delaware
corporation; UNIVAR SOLUTIONS USA,
INC., a Washington corporation,

Defendants.

Case No.: 21STCV25600
*Assigned for all purposes to Hon. Daniel
J. Buckley, SSC-1*

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

1. Violation of Labor Code § 204 and the Wage Order
2. Violation of Labor Code § 510
3. Violation of Labor Code §§ 226.7 and 512(a)
4. Violation of Labor Code § 226(a)
5. Violation of Labor Code § 2802
6. Violation of Business & Professions Code §§ 17200 *et seq.*
7. Violation of Labor Code §§ 201 and 202
8. Violation of Labor Code sections 226(b), 226(c)
9. Recovery of Civil Penalties (Labor Code § 2699)

Jury Trial Demanded

Complaint Filed: July 14, 2021

1 Plaintiff brings this action individually and on behalf of all others similarly situated.

2 **PARTIES, JURISDICTION AND VENUE**

3 1. Plaintiff Javier Santiago is an individual and resident of Fairfield, California.
4 Plaintiff was employed by Defendants from 2019 until April 2021 as a non-exempt
5 employee. During his term of employment, he worked as a material handler and lead
6 foreman.

7 2. Plaintiff is informed and believes and based upon such information and belief
8 alleges that Defendant Univar Solutions Inc. is a corporation organized under the laws of the
9 state of Delaware and is authorized to do and is doing business in the State of California.

10 3. Plaintiff is informed and believes and based upon such information and belief
11 alleges that Defendant Univar Solutions USA, Inc. is a corporation organized under the laws
12 of the state of Washington and is authorized to do and is doing business in the State of
13 California.

14 4. Venue is proper in this Court as Defendants do business in this County.

15 5. At all times relevant hereto, Defendants employed persons and conducted
16 business operations in California. Defendants are therefore subject to the provisions of the
17 California Labor Code, the applicable IWC Wage Order(s), the California Business and
18 Professions Code Sections 17200 *et seq.* (“Unfair Practices Act”) and other relevant
19 California law.

20 6. Plaintiff is informed and believes and based thereon, alleges that the
21 Defendants were at all times relevant hereto members of, and engaged in, a joint venture,
22 partnership, association or common enterprise, and acting within the course and scope of,
23 and in pursuance of, said joint venture, partnership, association or common enterprise.
24 Furthermore, Plaintiff is informed and believes and based thereon, alleges that at all times
25 relevant hereto Defendants conspired together in, aided and abetted, contributed to, and/or
26 acted as agents or employees of each other with respect to, the commission of the acts
27 complained of herein. Defendants are therefore jointly and severally liable for the injuries
28 complained of herein.

1 **CLASS ALLEGATIONS**

2 7. Plaintiff brings this action pursuant to California Code of Civil Procedure
3 Section 382 on behalf of himself and the Class described below. The Class is comprised of
4 and defined as:

5 All non-exempt employees of Defendants who worked in California
6 at any time within four years prior to the filing of this action until the
7 date that the class is certified (hereinafter “the Class Period”)

8 8. There exists a well-defined community of interest among the Class, and the
9 Class is readily ascertainable.

10 9. The members of the Class are so numerous that joinder of all members in a
11 single action would not be feasible or practical, and the amount of individual damages is not
12 large enough to make individual lawsuits by each class member practical or feasible.
13 Plaintiff is informed and believes and based upon such information and belief alleges that
14 there are in excess of 50 members of the Class.

15 10. Plaintiff’s claims are typical of the claims of the rest of the Class, and
16 Plaintiff will fairly and adequately represent the interests of the Class.

17 11. Common issues of fact and/or law predominate in this action over any
18 allegedly individual issues. Specifically, the following common questions of fact or law
19 predominate and make this action superior to individual actions:

20 a. whether Plaintiff and the rest of the Class are entitled to recover
21 damages, penalties, injunctive relief or other equitable relief on the grounds that Defendants
22 have used uniform policies and procedures that have consistently violated California labor
23 laws and regulations and caused Plaintiff and the rest of the Class to suffer the same or
24 similar injuries;

25 b. whether Defendants failed to compensate Plaintiff and the rest of the
26 Class for all hours worked;

27 c. whether Defendants failed to correctly pay premium wages for
28 overtime hours, as required by Labor Code section 510;

1 d. whether Defendants failed to provide accurate, itemized wage
2 statements, as required by Labor Code Section 226(a);

3 e. whether Defendants failed to provide Plaintiff and the rest of the
4 Class with the legally required meal and rest breaks, in violation of Labor Code Sections
5 226.7 and 512(a) and the applicable wage order;

6 f. whether Defendants failed to reimburse Class members for all of the
7 necessary expenditures or losses incurred in direct consequence of the discharge of their
8 duties, or of their obedience to the directions of their employer, in violation of Labor Code
9 Section 2802;

10 g. Whether Defendants failed to pay Plaintiff and separated Class
11 members all amounts due at separation;

12 h. Whether Defendants have failed to allow Plaintiff and Class members
13 to review and copy their employment records in violation of Labor Code sections 226 (b)
14 and 226 (c); and

15 i. whether Defendants' practices constitute unfair, fraudulent, or illegal
16 business practices under Business and Professions Code Sections 17200 *et seq.*

17 12. California labor laws under which Plaintiff asserts the following causes of
18 action on behalf of themselves and the rest of the Class are broadly remedial in nature.
19 These labor laws serve an important public interest in establishing minimum working
20 conditions and standards in California. They furthermore protect employees from
21 exploitation by employers who may seek to take advantage of their superior economic and
22 bargaining power in setting onerous terms and conditions of employment. The class action
23 mechanism is a particularly efficient and appropriate procedure to redress the injuries
24 alleged herein. If each employee in the Class was required to file an individual action,
25 Defendants would be able to use their superior financial and legal resources to gain an unfair
26 advantage over each individual class member. Moreover, requiring each class member to
27 pursue an individual action would also discourage the assertion of meritorious causes of
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1 action by employees who would likely be disinclined to file such individual actions due to a
2 justifiable fear of retaliation and damage to their careers at subsequent employment.

3 13. In addition, even if feasible, individual actions by each Class member would
4 create a substantial risk (i) of inconsistent or varying adjudications with respect to the claims
5 of each Class member against Defendants, that in turn could establish potentially
6 incompatible standards of conduct for Defendants, and/or (ii) of adjudications with respect
7 to individual Class members that would, as a practical matter, be dispositive of the interests
8 of the other Class members. Furthermore, the claims of each individual Class member are
9 not sufficiently large enough to make it economically feasible to bring each Class member's
10 claims on an individual basis.

11 **GENERAL ALLEGATIONS**

12 14. Plaintiff is informed and believes and based thereon, alleges that during the
13 Class Period, Defendants employed Plaintiff and the rest of the Class as hourly non-exempt
14 employees. On information and belief, Plaintiff alleges that said Defendants adopted and
15 maintained uniform policies, practices and procedures governing the working conditions of,
16 and payment of wages to, Plaintiff and the rest of the Class. As alleged below, these uniform
17 policies, practices and procedures violated California's labor laws and constituted unfair,
18 fraudulent or illegal business practices under Business & Professions Code Sections 17200
19 *et seq.*

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES FOR WORK PERFORMED**

22 (Against all Defendants)

23 15. Plaintiff re-alleges and incorporates herein by this reference each of the
24 allegations set forth in Paragraphs 1-14, inclusive.

25 16. During the Class period, Labor Code Section 204 and the applicable IWC
26 Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all
27 times relevant hereto, Labor Code Section 204, the applicable IWC Wage Order, and other
28 provisions of California law required Defendants to compensate Plaintiff and the Class for

1 all hour worked, which included and includes the time Plaintiff and the Class were and are
2 under Defendants' control.

3 17. At times during the Class Period, pursuant to instructions from Defendants,
4 Plaintiff and Class members were required to work before or after their scheduled shifts, at
5 times when they were not scheduled to work, or during meal breaks. Though this work was
6 at the direction of Defendants, Plaintiff and Class members were not compensated for such
7 time.

8 18. Accordingly, Plaintiff and the rest of the Class are entitled to recover from
9 Defendants unpaid wages under California law, including Labor Code Section 204, for any
10 time they worked and did not earn agreed upon wages at any time within the four years prior
11 to the initiation of this action until the date that the Class is certified, plus liquidated
12 damages under Labor Code Section 1194.2, interest thereon, together with their reasonable
13 attorneys' fees and costs.

14 **SECOND CAUSE OF ACTION**

15 **FOR VIOLATION OF LABOR CODE SECTION 510**

16 (Against all Defendants)

17 19. Plaintiff re-alleges and incorporates herein by this reference each of the
18 allegations set forth in Paragraphs 1-18, inclusive.

19 20. During the Class period, Labor Code Section 510 applied to Defendants'
20 employment of Plaintiff and the Class. At all times relevant hereto, Labor Code Section 510
21 required Defendants to, among other things, compensate Plaintiff and members of the Class
22 no less than one and one-half times their regular rate of pay for any hours worked in excess
23 of eight (8) hours in any day and forty (40) hours in any one workweek.

24 21. At times during the Class Period, Plaintiff and members of the Class were
25 required to work in excess of eight (8) hours in a day and/or more than forty (40) hours
26 during the workweek. However, Defendants did not always pay overtime premium wages to
27 Plaintiff and the members of the Class for such work. Moreover, when Defendants did pay
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overtime premium wages to Plaintiff and Class members, Defendants failed to account for bonuses paid to employees in calculating the overtime premium rate.

22. Accordingly, Plaintiff and the Class members are entitled to recover from Defendants overtime premium wages for all overtime hours worked at any time within the four years prior to the initiation of this action until the date that the Class is certified, interest thereon, together with their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTIONS 226.7(b) AND 512(a)

AND THE APPLICABLE IWC WAGE ORDER

(Against all Defendants)

23. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-22, inclusive.

24. During the Class period, Labor Code Sections 226.7(b) and 512(a) and the applicable IWC Wage Order applied to Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code Section 226.7(b) provided that employers such as Defendants could not require employees such as the Class members to work during any meal or rest period mandated by an applicable order of the IWC.

25. At all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Order also required Defendants, every time Plaintiff and the Class worked a period of five (5) or more hours per day, to permit Plaintiff and the Class the opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and the Class were and are free to leave the premises and were and are relieved of all duty. Furthermore, at all times relevant hereto, Labor Code Section 512(a) and the applicable IWC Wage Order provided that employers such as Defendants could not require or permit an employee such as Plaintiff or a member of the Class to work a 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.

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

7 27. At times during the Class period, Plaintiff and the rest of the Class were
8 required by Defendants to work more than five (5) hours per day before they were given the
9 opportunity to take a thirty (30) minute uninterrupted meal break during which Plaintiff and
10 the Class were and are free to leave the premises and were and are relieved of all duty.
11 Furthermore, at times during the Class period, Plaintiff and the Class were required by
12 Defendants to work more than ten (10) hours per day without receiving a second meal
13 period of not less than thirty (30) minutes.

14 28. In addition, at times during the Class Period, Defendants failed to provide
15 Plaintiff and the rest of the Class with required rest periods in violation of Labor Code
16 Section 226.7(b) and the applicable IWC Wage Order.

17 29. Accordingly, pursuant to Labor Code Section 226.7(c), Plaintiff and the rest
18 of the Class are entitled to recover from Defendants one additional hour of pay at the Class
19 members’ regular rate of compensation for each work day that a compliant meal or rest
20 period was not provided, plus reasonable attorney’s fees and costs of suit incurred.

21 **FOURTH CAUSE OF ACTION**

22 **FOR VIOLATION OF LABOR CODE SECTION 226(a)**

23 (Against all Defendants)

24 30. Plaintiff re-alleges and incorporates herein by this reference each of the
25 allegations set forth in Paragraphs 1-29, inclusive.

26 31. During the Class period, Labor Code Section 226(a) applied to Defendants’
27 employment of Plaintiff and the rest of the Class. At all times relevant hereto, Labor Code
28 Section 226(a) required that employers such as Defendants furnish to their employees, semi-

1 monthly or at the time of each payment of wages, an accurate itemized statement in writing
2 showing such matters as the name and address of the legal entity that is the employer, the
3 gross wages earned, the total hours worked, the net wages earned and all applicable hourly
4 rates, during the pay period.

5 32. Plaintiff is informed and believes and, based thereon, alleges that during the
6 Class period Defendants knowingly and intentionally failed to provide such accurate
7 itemized wage statements to Plaintiff and the members of the Class, in that, among other
8 things, such statements failed to state the gross and net wages earned, total hours worked,
9 applicable pay rates and hours worked at each pay rate. Therefore, Defendants violated
10 Labor Code Section 226(a). Plaintiff and the rest of the Class suffered injury as a result of
11 Defendants' failure to comply with Labor Code Section 226(a).

12 33. Accordingly, pursuant to Labor Code Section 226(e), Plaintiff and each
13 member of the Class are entitled to recover from Defendants the greater of their actual
14 damages or fifty dollars (\$50) for the initial violation of Labor Code Section 226(a) and one
15 hundred dollars (\$100) for each subsequent violation during the applicable limitations
16 period, up to a maximum of \$4,000 per Class member or the then applicable legal rates at
17 the time of adjudication, plus their reasonable attorneys' fees and costs.

18 **FIFTH CAUSE OF ACTION**

19 **FOR VIOLATION OF LABOR CODE SECTION 2802**

20 (Against all Defendants)

21 34. Plaintiff re-alleges and incorporates herein by this reference each of the
22 allegations set forth in Paragraphs 1-33, inclusive.

23 35. During the Class period, Labor Code Section 2802 applied to Defendants'
24 employment of Plaintiff and the rest of the Class and required employers such as Defendants
25 to reimburse their employees for all necessary expenditures or losses incurred by employees
26 in direct consequence of the discharge of their duties.

36. During the Class Period, Plaintiff and the Class incurred various expenses in performing their jobs but were not reimbursed by Defendants. Such unreimbursed expenses included automobile usage.

37. Accordingly, Plaintiff and the rest of the Class are entitled to recover from Defendants the cost of their reimbursable expenses, interest thereon, together with their reasonable attorneys' fees and costs.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE

SECTIONS 17200 *ET SEQ.*

(Against all Defendants)

38. Plaintiff re-alleges and incorporates herein by this reference each of the allegations in Paragraphs 1-37, inclusive.

39. During the Class period, Defendants' practices, as alleged above, have been and continue to be unfair, fraudulent and illegal, and harmful to Plaintiff, the rest of the Class and the general public.

40. A practice that violates any state law or regulation may constitute the basis of an unlawful business practice prohibited by Business and Professions Code Sections 17200 *et seq.*

41. Among other things, the following practices of Defendants, as alleged above, constitute unfair business practices:

a. Defendants' failure to compensate Plaintiff and the rest of the Class for all hours worked;

b. Defendants' failure to correctly pay premium wages for overtime hours, as required by Labor Code section 510;

c. Defendants' failure to pay premium wages for non-compliant or unprovided meal and rest breaks, as required by Labor Code Sections 226.7(b) and 512(a) and the applicable IWC order;

1 d. Defendants' failure to reimburse Plaintiff and the Class members for
2 work-related expenses, as required by Labor Code Section 2802.

3 43. Accordingly, pursuant to Business and Professions Code Section 17200
4 *et seq.*, Plaintiff and the rest of the Class are entitled to restitution of wages and other
5 property held by Defendants.

6 44. Plaintiff meets the standing requirements for seeking relief pursuant to
7 Business and Professions Code Section 17203, in that he has suffered an injury in fact and
8 have lost money as a result of Defendants' policies, practices and procedures, as more fully
9 set forth elsewhere in this pleading.

10 **SEVENTH CAUSE OF ACTION**

11 **FOR VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

12 (Against all Defendants)

13 45. Plaintiff re-alleges and incorporates herein by this reference each of the
14 allegations set forth in Paragraphs 1-44, inclusive.

15 46. During the Class period, Labor Code Sections 201 and 202 applied to
16 Defendants' employment of Plaintiff and the rest of the Class. At all times relevant hereto,
17 Labor Code Section 201 provided that, if an employer such as Defendants discharged an
18 employee such as a member of the Class, the wages earned and unpaid at the time of
19 discharge were due and payable immediately. Furthermore, at all relevant times Labor Code
20 Section 202 provided and provides that, if an employee such as a member of the Class
21 voluntarily leaves his or her employment, the wages earned and unpaid must be paid by the
22 employer within seventy-two (72) hours thereafter, unless the employee has given seventy-
23 two (72) hours previous notice of his or her intention to leave, in which case the employee is
24 entitled to receive his or her wages immediately at the time of quitting.

25 47. Plaintiff and other members of the Class left their position of employment at
26 Defendants' business during the Class period. However, Defendants did not pay Plaintiff
27 and the Class all of the wages that were due to them within the time required by sections 201
28 and 202.

48. Plaintiff is informed and believes and based thereon, alleges that, during the Class period, Defendants willfully failed to pay Plaintiff and the members of the Class who are former employees their earned and unpaid wages, either at the time of their discharge or within seventy-two (72) hours of their quitting. Defendants therefore violated Labor Code Section 201 and 202.

49. During the Class period, Labor Code Section 203 provided that, if an employer such as Defendants fails to pay any wages of an employee who is discharged or who quits, 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 therefore is commenced, but the wages shall not continue for more than thirty (30) days. Accordingly, Plaintiff and the members of the Class who were discharged or who quit during the Class period are entitled to receive their wages for each day they were not paid, at their regular rate of pay, up to a maximum of thirty (30) days, plus interest, costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

FOR VIOLATION OF LABOR CODE SECTIONS 226(b) AND 226(c)

(Against all Defendants)

50. Plaintiff re-alleges and incorporates herein by this reference each of the allegations set forth in Paragraphs 1-49, inclusive.

51. At all relevant times, California Labor Code section 226(b) required employers like Defendants to provide employees with the right to inspect and request copies of certain employment records. Section 226(c) requires an employer to comply with an employee's request for records within 21 days.

52. On May 13, 2021, Plaintiff's representatives made a written request to Defendants for copies of Plaintiff's records. As of the date of this Complaint, Defendants have not complied with such request.

53. Accordingly, Defendants have violated sections 226(b) and 226(c) and therefore, pursuant to Labor Code section 226(f), Plaintiff is entitled to recover a penalty of \$750.

1 54. On information and belief, Defendants have similarly ignored such requests
2 from other class members. Accordingly, Plaintiff is entitled to recover, on behalf of the
3 class, \$750 for each such violation committed against other class members.

4 **NINTH CAUSE OF ACTION**

5 **RECOVER OF CIVIL PENALTIES UNDER PAGA**

6 55. Plaintiff re-alleges and incorporates herein by this reference, the allegations
7 in Paragraphs 1 through 54, inclusive.

8 56. Plaintiff brings this claim on behalf of the Labor and Workforce
9 Development Agency (“LWDA”) under the California Labor Code Private Attorneys
10 General Act of 2004 (“PAGA”), California Labor Code §§ 2698-2699.5. In pursuing his
11 PAGA claim, Plaintiff represents the same legal right and interest as state labor law
12 enforcement agencies. PAGA permits Plaintiff to recover civil penalties that otherwise
13 would have been assessed and collected by the LWDA and other state agencies.

14 57. Plaintiff has complied with the notice requirements of Labor Code section
15 2699.3. On July 13, 2021, Plaintiff’s representatives notified the LWDA of the Labor Code
16 violations alleged herein. The LWDA has not responded to Plaintiff’s initial notice. Pursuant
17 to section 2699.3(a)(2)(A), Plaintiff is now entitled to seek recovery for civil penalties for
18 each of Defendants’ Labor Code violations committed against all of Defendants aggrieved
19 employees.

20 58. As alleged herein, such violations include:

- 21 a. Violations of Labor Code section 204;
- 22 b. Violations of Labor Code section 510;
- 23 c. Violations of Labor Code sections 226.7 and 512(a);
- 24 d. Violations of Labor Code section 226(a);
- 25 e. Violations of Labor Code sections 201 and 202;
- 26 f. Violations of Labor Code section 2802; and
- 27 g. Violations of Labor Code sections 226(b) and 226(c).

59. Accordingly, on behalf of all aggrieved employees, Plaintiff seeks recovery of civil penalties owed by Defendant as result of such violations pursuant to Labor Code section 2699, in addition to reasonable attorney's fees and costs of suit.

PRAYER

WHEREFORE, Plaintiff prays for judgment on behalf of himself and the rest of the Class against all Defendants, as follows:

ON THE FIRST CAUSE OF ACTION

1. For the unpaid wages of each Class member;
2. For liquidated damages under Labor Code Section 1194.2;
3. For prejudgment interest; and
4. For reasonable attorneys' fees.

ON THE SECOND CAUSE OF ACTION

1. For the unpaid overtime wages of each Class member;
2. For prejudgment interest; and
3. For reasonable attorneys' fees.

ON THE THIRD CAUSE OF ACTION

1. For damages for unpaid compensation for failing to provide timely and uninterrupted meal periods and/or rest periods;
2. For prejudgment interest; and
3. For reasonable attorneys' fees and costs.

ON THE FOURTH CAUSE OF ACTION

1. For damages under Labor Code Section 226(e) for the failure to provide accurate wage statements in accordance with Labor Code §226(a);
2. For an order requiring Defendants to comply with Labor Code §226(a) with respect to Plaintiff and all other currently-employed Class members; and
3. For reasonable attorneys' fees under Labor Code Section 226(e).

1 **ON THE FIFTH CAUSE OF ACTION**

- 2 1. For the wages of each Class member who is no longer employed by
3 Defendants at their regular daily rate up to a maximum of thirty (30) days;
4 2. For prejudgment interest; and
5 3. For reasonable attorneys' fees.

6 **ON THE SIXTH CAUSE OF ACTION**

- 7 1. For damages for unreimbursed expenses incurred by Plaintiff and the Class;
8 2. For prejudgment interest;
9 3. For reasonable attorneys' fees and costs under Labor Code Section 2802.

10 **ON THE SEVENTH CAUSE OF ACTION**

- 11 1. For restitution of all unpaid wages, overtime and other monies withheld from
12 Plaintiff and the rest of the Class as a result of Defendants' unfair, unlawful or fraudulent
13 business practices; and
14 2. For reasonable attorneys' fees and costs under Code of Civil Procedure
15 Section 1021.5.

16 **ON THE EIGHTH CAUSE OF ACTION**

- 17 1. For penalties as provided by law;
18 2. For reasonable attorney's fees and costs under Code of Civil Procedure
19 section 1021.5.

20 **ON THE NINTH CAUSE OF ACTION**

- 21 1. For recovery of civil penalties as provided by law; and
22 2. For reasonable attorney's fees and costs of suit.

23 **ON ALL CAUSES OF ACTION**

- 24 1. For certification of the First through Eighth Causes of Action as a class
25 action;
26 2. For attorneys' fees and costs pursuant to Civil Procedure Section 1021.5, the
27 "common fund" theory, the "substantial benefit" theory and/or any other applicable theory
28 or doctrine; and,

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3. For such further relief as the Court may deem appropriate.

DATED: December 1, 2021

GUNDZIK GUNDZIK HEEGER LLP

By: 
Aaron C. Gundzik

Attorneys for Plaintiff Javier Santiago,
individually and on behalf of all others
similarly situated and as a representative of
aggrieved employees

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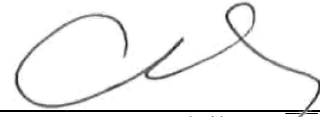
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all claims so triable.

DATED: December 1, 2021

GUNDZIK GUNDZIK HEEGER LLP

By: _____



Aaron C. Gundzik

Attorneys for Plaintiff Javier Santiago,
individually, on behalf of all others similarly
situated and as a representative of aggrieved
employees

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) and not a party to the within action. My business address is 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423.

On December 1, 2021, I served the following document described as

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

on the interested parties in this action:

(X) by serving () the original (X) true copies thereof as follows:

Please see attached service list

() BY MAIL I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one (1) day after date of deposit for mailing in affidavit.	() BY FACSIMILE TRANSMISSION I caused said document(s) to be transmitted by facsimile transmission to the name(s) and facsimile telephone number(s) of the person(s) named on the attached service list. The facsimile machine telephone number of the sending facsimile machine was (818) 918-2316. A transmission report was issued by the sending facsimile machine confirming that the transmission was completed without error. A true and correct copy of said transmission report is attached hereto.
() BY OVERNIGHT DELIVERY Said document was placed in an envelope designated by the express service center and placed for collection in a box regularly maintained by said carrier with whom we have a direct billing account, to be delivered to the office of the addressee listed above on the next business day.	(XX) BY ELECTRONIC TRANSMISSION I caused the above-described document to be electronically served to the names and email addresses listed on the Service List attached hereto.

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

() FEDERAL I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

(X) EXECUTED on December 1, 2021, at Sherman Oaks, California.



Nicole Salazar

Case Anywhere Electronic Service List

Case Name: **Santiago, et al. v. Univar Solutions Inc., et al.**

Case Info: **21STCV25600, Los Angeles Superior Court**

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