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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

ELIZABET SANCHEZ and GRISELDA
RAMIREZ, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

PACIFIC COAST PRODUCERS, a California
Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No. STK-CV-UOE-2021-11106

CLASS ACTION

**THIRD AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Wage Statement Violations
5. Waiting Time Penalties
6. Failure to Reimburse Expenses
7. Unfair Competition
8. Private Attorneys General Act
9. Failure to Pay Minimum Wages
10. Failure to Pay All Wages
11. Unlawful Deductions
12. Violation of California's Quota Laws

DEMAND FOR JURY TRIAL

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1 Plaintiff ELIZABET SANCHEZ ("Plaintiff Sanchez"), and Plaintiff GRISELDA RAMIREZ
2 ("Plaintiff Ramirez") (Plaintiff Sanchez and Plaintiff Ramirez sometimes collectively referred to as
3 "Plaintiffs") on behalf of themselves and all other similarly situated employees, hereby file this Third
4 Amended Complaint against Defendants PACIFIC COAST PRODUCERS, a California Corporation;
5 and DOES 1 to 100, inclusive (hereinafter all collectively referred to as "Defendants"). On
6 information and belief, Plaintiffs allege the following:

7 INTRODUCTION

8 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
9 Plaintiffs for failure to provide all wages due, minimum and overtime wages, meal and rest period
10 violations, wage statement violations, failure to provide reimbursements, unlawful deductions, waiting
11 time penalties, violation of California's quota laws, and unfair competition. Plaintiffs seek monetary
12 relief against Defendants on behalf of herself and the putative class to recover, among other things,
13 unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to
14 Labor Code sections 201-204, 206, 210, 218.6, 222, 223, 226, 226.3, 226.7, 227.3, 246, 246.5, 248.5,
15 256, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2100-2112,
16 2699.3, 2699.5, 2800, 2802, and California Code of Civil Procedure section 1021.5.

17 JURISDICTION AND VENUE

18 2. The San Joaquin County Superior Court has jurisdiction in this matter pursuant to
19 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
20 Labor Code, California Business and Professions Code, and Wage Order No. 3.

21 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
22 Defendants reside in San Joaquin County. In addition, some of the wrongful acts and violations of law
23 asserted herein occurred within San Joaquin County, and Defendants' obligation to pay wages arose in
24 San Joaquin County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
25 (1984).

26 4. Plaintiffs have exhausted the procedural requirements under Labor Code section 2699.3
27 as to Defendants for all claims outlined herein under the PAGA and are, therefore, able to pursue a claim
28 for penalties on behalf of themselves and all other aggrieved employees under PAGA. Aggrieved

1 employees include, but are not limited to the following: all non-exempt employees working for
2 Defendant in California from November 24, 2020 to present.

3 **PARTIES**

4 5. Plaintiff Sanchez is an individual over the age of eighteen (18) and is a resident of the
5 State of California.

6 6. Plaintiff Ramirez is an individual over the age of eighteen (18) and is a resident of the
7 State of California.

8 7. On information and belief, Plaintiffs alleges PACIFIC COAST PRODUCERS, is now
9 and/or at all times mentioned in this Complaint was a California Corporation and the owner and
10 operator of an industry, business and/or facility doing business in the State of California.

11 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
12 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
13 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
14 names and capacities of these DOE Defendants when they are ascertained.

15 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
16 other Defendants and was acting within the course and scope of such agency or employment. The
17 Defendants are jointly and severally liable to Plaintiff.

18 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
19 were members of and/or engaged in a joint employment, joint venture, partnership and common
20 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
21 joint venture, partnership and common enterprise.

22 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint
23 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

24 12. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
25 wrongs, complaints, injuries and/or damages alleged in this Complaint.

26 **CLASS ALLEGATIONS**

27 13. Plaintiffs bring the First through Seventh and Ninth through Twelfth Causes of Action
28 on behalf of themselves and all others similarly situated as a class action pursuant to California Code

1 of Civil Procedure section 382. The class which Plaintiffs seek to represent is composed of, and
2 defined, as follows:

3 All non-exempt employees who have or continue to work for Defendants
4 in California from December 7, 2017 to the present.

5 14. This action has been brought and may be properly maintained as a class action,
6 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
7 defined community of interests in the litigation and the proposed class is easily ascertainable.

8 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
9 is impracticable under the circumstances of this case. While the exact number of class
10 members is unknown to Plaintiffs at this time, Plaintiffs is informed and believes that
11 Defendants have employed more than five hundred (500) individuals falling within the
12 above stated class definition throughout the State of California during the applicable
13 statute of limitations, who were subjected to the policies and practices outlined in this
14 Complaint. As such, joinder of all members of the putative class is not practicable.

15 (b) Common Questions Predominate: Common questions of law and fact exist as to all
16 members of the putative class and predominate over questions that affect only individual
17 members of the class. These common questions of law and fact include, without
18 limitation, the following:

- 19 (1) Whether Defendants had a policy and practice to incorporate the value of non-
20 discretionary remuneration into putative class members' regular rates of pay for
21 the purpose of paying overtime wages, meal and rest period premiums, and paid
22 sick time;
- 23 (2) Whether Defendants authorized and permitted all meal periods;
- 24 (3) Whether Defendants authorized and permitted all rest periods;
- 25 (4) Whether Defendants engaged in rounding employees hours worked, including
26 meal periods;
- 27 (5) Whether Defendants kept payroll records as required by law;
- 28 (6) Whether Defendants imposed unlawful quotas;

- 1 (7) Whether Defendants failed to pay for all hours worked;
- 2 (8) Whether Defendants failed to reimburse Plaintiffs and putative class members for
- 3 work-related cell phone use;
- 4 (9) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 5 class members were paid all wages due; and
- 6 (10) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
- 7 class members received all wages due and owing at the time of their termination
- 8 or separation; and
- 9 (11) Whether Defendants provided Plaintiffs' and putative class members with wage
- 10 statements that complied with Labor Code section 226.

11 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative

12 class. The putative class also sustained damages arising out of Defendants' common

13 course of conduct in violation of the law as complained of herein. Plaintiffs and all

14 members of the putative class were non-exempt employees who received

15 nondiscretionary remuneration and were not paid all overtime wages, meal and rest

16 period premiums, and paid sick time due to incorrect calculations of their regular rates of

17 pay. Defendants engaged in unlawful rounding of Plaintiffs' and similarly situated

18 employees hours worked, including, but not limited to, clock in/outs for meal periods,

19 and the start and end of employee's shifts. Similarly, Plaintiffs and all similarly situated

20 employees were not authorized and permitted to take all meal and paid rest periods and

21 were required to use their personal cell phones to communicate with Defendants'

22 managerial and supervisory employees. Additionally, Defendants issued Plaintiffs and

23 all members of the putative class wage statements that did not comply with Labor Code

24 section 226. As a result, Plaintiffs and each member of the putative class will have

25 suffered the same type of harm and seek the same type of recovery based on the same

26 legal theories.

27 (d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the

28 putative class. For all relevant times, Plaintiffs resided in California and worked for

1 Defendants in California. Moreover, Plaintiffs are adequate representatives of the
2 putative class as Plaintiffs have no interests that are adverse to those of putative class
3 members. Additionally, Plaintiffs have retained counsel who has substantial experience
4 in complex civil litigation and wage and hour matters.

- 5 (e) Superiority: A class action is superior to other available means for the fair and efficient
6 adjudication of the controversy since individual joinder of all members of the putative
7 class is impracticable. Class action treatment will permit a larger number of similarly
8 situated persons to prosecute their common claims in a single forum simultaneously,
9 efficiently, and without the unnecessary duplication of effort and expense that numerous
10 individual actions would engender. Further, as damages suffered by each individual
11 member of the class may be relatively small, the expenses and burden of the individual
12 litigation would make it difficult or impossible for individual members of the class to
13 redress the wrongs done to them, and an important public interest will be served by
14 addressing the matter as a class action. The cost to the court system of adjudication of
15 such individualized litigation would be substantial. Individualized litigation would also
16 present the potential for inconsistent or contradictory judgments.

17 15. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
18 management of this action that would preclude its maintenance as a class action.

19 GENERAL ALLEGATIONS

20 16. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 15 as though fully
21 set forth herein.

22 17. Defendants operate a business that packages, cans, labels, and distributes shelf-stable
23 fruits and tomatoes. Defendants' base of operations is in Lodi, California, but they operate facilities in
24 Oroville and Woodland, California, as well. Plaintiffs worked for Defendants during the class period as
25 non-exempt, hourly employees. Plaintiffs are informed and believe, and thereon allege, that at all
26 relevant times, Defendants employ 100 or more non-exempt employees at a single warehouse
27 distribution center and/or 1,000 or more non-exempt employees at multiple warehouse distribution
28 centers.

1 18. Plaintiffs are informed and believe, and thereon alleges, that Defendants knew or should
2 have known they imposed systematic quota and production demands on Plaintiffs and class members
3 which violated the rights of employees pursuant to Labor Code sections 2100 et. seq. Defendants had a
4 duty to ensure its production demands did not interfere with Plaintiffs and class members right to lawful
5 meal periods, rest periods, bathroom breaks, and/or exposed them to safety hazards. Defendants
6 willfully, knowingly, and intentionally failed to establish quotas that did not harm Plaintiffs and class
7 members all in order to increase Defendants' profits without concern for employee safety or compliance
8 with the Labor Code and IWC Wage Orders.

9 19. Plaintiffs and similarly situated employees regularly worked over eight (8) hours in a day
10 or more and/or over forty (40) hours in a week. Plaintiffs and similarly situated employees were also
11 paid non-discretionary remuneration, such as a yearly production bonus, pack bonuses, referral bonuses,
12 shift differentials, and other similar payments. Defendant failed to incorporate the value of this non-
13 discretionary remuneration into Plaintiffs' and similarly situated employees' regular rates of pay for the
14 purpose of paying overtime wages, meal and rest period premiums, and sick leave wages. Defendants
15 wholly failed to pay any weighted average premium payments, for overtime or otherwise, as far back as
16 2017, and continues to unlawfully exclude various types of non-discretionary earnings from regular rate
17 calculations and premium wage payments.

18 20. Defendants unlawfully rounded Plaintiffs' and similarly situated employees hours
19 worked, including rounding meal period clock in/out. Defendants had the ability to track employees'
20 hours worked down to the minute and pay wages reflective of actual hours worked. However,
21 Defendants chose to engage in rounding. The rounding policy and practices utilized by Defendants were
22 unlawfully skewed in favor of the employer. For example, Defendants' time keeping system would
23 round employees' hours worked up to 8:00 a.m. and down to 5:00 p.m., if employees clocked in
24 between 7:52 a.m. and 8:00 a.m. or 5:00 p.m. to 5:07 p.m., respectively. Although the time round be
25 rounded in this way for the benefits of Defendants, time would not be rounded to the nearest fifteen (15)
26 minute increment for the benefit of employees when clocking in before 7:52 a.m. or out after 5:07 p.m.
27 Thus, the rounding was not neutral and was applied in a way to exclusively benefit Defendants, so they
28 could avoid paying minimum, regular, and overtime wages. Further, Defendants failed to pay Plaintiff

1 and other Class Members for time worked off-the-clock, e.g., Defendants' management sent Plaintiff
2 and Class Members work-related texts and/or calls while they were off-the-clock and failed to
3 compensate them for this time, e.g., Plaintiff received calls as late as 2:00 a.m. Further, Defendants
4 required Plaintiff and Class Members to arrive 15 minutes before the start of their scheduled shift and
5 wait in a long line to enter the facility (about five minutes of waiting) and another line for COVID-19
6 screening (about an additional 10 minutes of waiting) before being able to clock in for their shifts.
7 Defendants did not compensate Plaintiff and Class Members for the time spent waiting in line to clock
8 in.

9 21. Plaintiffs are informed and believe, and thereon allege, that Defendants unlawfully
10 deducted wages from Plaintiffs and class members by regularly directing them to return to work during
11 their meal periods while clocked out for their meal periods. As such, Defendants would deduct a full 30-
12 minute meal period from Plaintiffs' and class members' pay despite the fact that they worked during half
13 or more of their meal periods in order to meet Defendants' unrealistic quotas.

14 22. Plaintiffs is informed and believes, and on that basis alleges, that Defendant has failed to
15 maintain records of Plaintiffs and similarly situated employees' hours worked as a result of a deletion of
16 data in connection with switching third-party payroll providers. The lack of any such time records spans
17 from approximately 2020 to 2022.

18 23. Defendants regularly rounded employees' time spent on meal periods, creating an illusion
19 of compliant meal periods when, in fact, they were regularly shortened or not able to be taken at all.
20 Defendants' timekeeping system automatically flagged meal period violations by creating alerts
21 showing where employees had less than a full 30 minutes (even when that time was rounded), where
22 employees were not able to take a meal period before the completion of the fifth hour worked, where
23 employees were not able to take a second meal period, and where employees were not able to take a
24 second meal period before the completion of the fifth hour worked. Instead of paying employees meal
25 period premiums or investigating the matter further with the employee, Defendants and a policy and
26 practice of having supervisors unilaterally decide whether or not any premiums should be provided
27 without any notice to employees. As a result of Defendants' rounding policies and practices, Plaintiffs
28 and similarly situated employees were regularly deprived of being compensated for their hours actually

1 worked before their scheduled shift, after their scheduled shift, and during meal periods.

2 24. Defendants further did not authorize and permit Plaintiffs and similarly situated
3 employees to take all meal and rest periods owed to them. For example, Defendants rest period policy
4 did not authorize employees to take a rest break for every four hours worked or major fraction thereof.
5 Plaintiffs and similarly situated employees did not receive all uninterrupted thirty (30) minute meal
6 periods every five (5) hours and ten (10) minute rest periods every four (4) hours or major fraction
7 thereof. Plaintiffs' and similarly situated employees' job duties prevented them from being able to take
8 these breaks because Defendants required more tasks and duties be performed in a day than could
9 reasonably be accomplished within their regularly scheduled shifts. Similarly, Defendant did not
10 provide appropriate relief workers that would enable Plaintiffs and similarly situated employees to take
11 their breaks while meeting Defendants' work demands. Specifically, in violation of the Labor Code and
12 IWC Wage Orders, Defendants imposed excessive and unrealistic quotas on Plaintiffs and class
13 members. As a consequence of Defendants' quotas, Defendants regularly directed, pressured, or
14 encouraged Plaintiffs and class members to work off-the-clock, including during purported meal periods
15 without proper compensation. Defendants did not pay Plaintiffs and similarly situated employees all
16 missed meal and/or rest period premiums owed.

17 25. Finally, Defendants failed to pay Plaintiffs and similarly situated employees for work-
18 related cell phone use even though cell phones were used as a means of communication between
19 employees and management throughout the workday.

20 26. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
21 overtime wages, paid sick wages, and meal and rest period premiums owed, the wage statements
22 Defendants issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular
23 and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and
24 net wages earned. As a result, Plaintiffs and similarly situated employees were not able to determine the
25 total wages owed to them from their paystubs alone.

26 27. As of this date of this letter, Defendants have not paid Plaintiffs and similarly situated
27 employees all minimum wages, regular wages, overtime wages, paid sick time, and meal and rest period
28 premiums owed to them. Plaintiffs are informed and believe, and thereon allege, that Defendants knew

1 or should have known they had a duty to compensate Plaintiffs and class members, and Defendants had
2 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
3 all in order to increase Defendants' profits.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**
6 **FAILURE TO PAY OVERTIME WAGES**
7 **(As to all Defendants)**

8 28. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 27 as though fully
9 set forth herein.

10 29. During the period Plaintiffs were employed by Defendants, Defendants were required to
11 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
12 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
13 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 3, section (3)(A);
14 Cal. Lab. Code §§ 510, 1194.

15 30. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
16 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
17 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours
18 worked at their regular rate of pay.

19 31. Plaintiffs and similarly situated employees were not exempt from overtime protections
20 employees under the California Wage Orders and Labor Code.

21 32. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SECOND CAUSE OF ACTION**
25 **MEAL PERIOD VIOLATIONS**
26 **(As to all Defendants)**

27 33. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 32 as though fully
28 set forth herein.

34. An employer must provide an employee a meal period in accordance with the
applicable Wage Order, and California Labor Code sections 226.7 and 512.

35. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 3, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

36. California Labor Code section 512 and Wage Order No. 3 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

37. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiffs and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods throughout their employment.

38. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

39. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

40. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 39 as though fully set forth herein.

41. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

1 42. California Labor Code section 226.7 and Wage Order No. 3, section 12(A) require an
2 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
3 four (4) hours or a major fraction thereof.

4 43. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly
5 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
6 they worked more than four (4) hours or a major fraction thereof.

7 44. Defendants further failed to pay Plaintiffs and similarly situated employees the
8 applicable rest period premiums for any such missed rest periods.

9 45. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
10 employees have been damaged as stated in the section below entitled "DAMAGES," which is
11 incorporated here to the extent pertinent as if set forth here in full.

12 **FOURTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(As to all Defendants)**

15 46. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 45 as though fully
16 set forth herein.

17 47. Pursuant to California Labor Code section 226(a), an employer must provide an itemized
18 statement to an employee, semimonthly or at the time of each payment of wages, showing:

19 *(1) gross wages earned, (2) total hours worked by the employee, except for*
20 *any employee whose compensation is solely based on a salary and who is*
21 *exempt from payment of overtime under subdivision (a) of Section 515 or*
22 *any applicable order of the Industrial Welfare Commission, (3) the*
23 *number of piece-rate units earned and any applicable piece rate if the*
24 *employee is paid on a piece-rate basis, (4) all deductions, provided that*
25 *all deductions made on written orders of the employee may be aggregated*
26 *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*
27 *period for which the employee is paid, (7) the name of the employee and*
28 *the last four digits of his or her social security number or an employee*
identification number other than a social security number, (8) the name
and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the
name and address of the legal entity that secured the services of the
employer, and (9) all applicable hourly rates in effect during the pay
period and the corresponding number of hours worked at each hourly rate
by the employee. The deductions made from payment of wages shall be
recorded in ink or other indelible form, properly dated, showing the
month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at

the place of employment or at a central location within the State of California.

48. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and double time hours worked and corresponding rates of pay, and gross and net wages earned. Plaintiffs and similarly situated employees were not able to promptly and easily determine their total hours worked from their paystubs alone. Additionally, Plaintiffs and similarly situated employees suffered confusion over whether they received all wages owed and were prevented from effectively challenging information on their wage statements.

49. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

50. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 49 as though fully set forth herein.

51. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. *See* Cal. Lab. Code § 201.

52. An employer must pay an employee who resigns all unpaid wages within seventy-two (72) hours of their resignation. *See* Cal. Lab. Code § 202.

53. Plaintiffs and similarly situated employees did not receive all wages, including regular, minimum, and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

54. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. *See* Cal. Lab. Code § 203.

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1 55. Defendants knew of their obligation to pay Plaintiffs' and similarly situated employees'
2 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs
3 and similarly situated employees were receiving nondiscretionary remuneration that was not
4 incorporated into their regular rate of pay for the purpose of calculating overtime, meal and rest period
5 premiums, and sick leave pay. Such conduct shows Defendants had knowledge of earned, but unpaid
6 wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

7 56. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
8 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
9 thirty (30) days for Defendants' failure to pay all wages due.

10 **SIXTH CAUSE OF ACTION**
11 **FAILURE TO REIMBURSE EXPENSES**
 (As to all Defendants)

12 57. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 56 as though fully
13 set forth herein.

14 58. California Labor Code section 2802(a) states that "An employer shall indemnify his or
15 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of
16 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even
17 though unlawful, unless the employee, at the time of obeying the directions, believed them to be
18 unlawful."

19 59. Defendants required Plaintiffs and similarly situated employees to use their personal cell
20 phones for work purposes but failed to reimburse them for such use.

21 60. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
22 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
23 the extent pertinent as if set forth here in full.

24 **SEVENTH CAUSE OF ACTION**
25 **UNFAIR COMPETITION**
 (As to All Defendants)

26 61. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 60 as though fully
27 set forth herein.

28 //

1 62. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
2 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
3 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
4 California Business and Professions ("B&P") Code § 17200.

5 63. Plaintiffs and similarly situated employees were not paid all wages owed, including
6 minimum, regular, and overtime wages, and meal and rest period premiums, paid sick leave, or
7 reimbursed for business expenses, during their employment or any time thereafter.

8 64. Plaintiffs further alleges that such actions and/or conduct constitute a violation of the
9 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
10 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

11 65. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
12 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
13 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
14 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
15 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

16 **EIGHTH CAUSE OF ACTION**
17 **PRIVATE ATTORNEYS GENERAL ACT**
 (As to all Defendants)

18 66. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 65 as though fully
19 set forth herein.

20 67. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
21 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
22 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
23 after 65 days have passed without notice from the LWDA.

24 68. On November 24, 2021, Plaintiff Sanchez gave written notice of the specified provisions
25 alleged to have been violated, including the facts and theories to support the alleged violations, as
26 required by Labor Code section 2699.3. This written notice was provided via certified mail to
27 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
28 Relations' website. On March 20, 2023, Plaintiff Sanchez gave an amended notice via online

1 submission to the LWDA providing additional facts and theories regarding Labor Code violations. This
2 written notice was provided via certified mail to Defendants.

3 69. On November 10, 2022, Plaintiff Ramirez gave written notice of the specified provisions
4 alleged to have been violated, including the facts and theories to support the alleged violations, as
5 required by Labor Code section 2699.3. This written notice was provided via certified mail to
6 Defendants, and to the LWDA by electronically filing the notice via the Department of Industrial
7 Relations' website. On April 13, 2023, Plaintiff Ramirez provided an amended written notice to provide
8 additional facts regarding Defendants' alleged violation of California's quota laws and the specified
9 provisions alleged to have been violated, including the facts and theories to support the alleged
10 violations, as required by Labor Code section 2699.3. This amended written notice was provided via
11 certified mail to Defendants, and to the LWDA by electronically filing the notice via the Department of
12 Industrial Relations' website.

13 70. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law,
14 a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
15 this part at any time within 60 days of the time periods specified in this part." More than 65 days have
16 passed since Plaintiffs submitted their PAGA notice to the LWDA without notice from the LWDA.

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

22 72. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiffs may seek civil penalties
23 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
24 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208,
25 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to
26 (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1,
27 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section
28 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5,

432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

73. Defendants' conduct violates numerous Labor Code sections, including, but not limited to, the following:

- (a) Violation of Labor Code sections 201, 202, 203, 204, 206, 210, 222, 223, 227.3, 246, 246.5, 248.5, 256, 510, 558, 558.1 1194, 1197, 1197.1, and 1198 for unlawful deductions and failure to timely pay all earned wages owed to Plaintiffs and other aggrieved employees during and/or upon separation of employment as herein alleged;
- (a) Violation of Labor Code sections 2100-2112 for imposing unlawful quotas that interfered with Plaintiffs' and aggrieved employees' right to lawful meal periods, rest periods, bathroom breaks, and/or exposed them to safety hazards;
- (b) Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- (c) Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiffs and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiffs and other aggrieved employees as herein alleged;
- (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiffs and other aggrieved employees as herein alleged;

1 and

2 (f) Violation of Labor Code sections 2800 and 2802 for failure to reimburse business
3 expenses to Plaintiff and other aggrieved employees as herein alleged.

4 74. Plaintiffs seek civil penalties against Defendants as provided in the California Labor
5 Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section
6 2699(f)(2).

7 75. Plaintiffs seek these civil penalties from Defendants pursuant to California Labor Code
8 sections 2699(a) and 2699.3.

9 76. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
10 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
11 the extent pertinent as if set forth here in full.

12 **NINTH CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
(As to all Defendants)

14 77. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 76 as though fully
15 set forth herein.

16 78. For the period preceding the filing of this Complaint, Defendants were required to
17 compensate Plaintiffs and similarly situated employees with at least California's applicable minimum
18 for every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 3, section 4(A); Cal. Lab. Code §
19 1194.

20 79. Plaintiffs and similarly situated employees were not exempt to the State's Minimum
21 Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but
22 failed to do so.

23 80. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
24 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
25 the extent pertinent as if set forth here in full.

26 //

27 //

28 //

TENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(As to all Defendants)

81. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 80 as though fully set forth herein.

82. At all times herein relevant, Defendants had a duty to comply with Labor Code sections 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

83. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

84. Labor Code section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

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

86. Labor Code section 227.3 provides: "[u]nless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination."

87. Labor Code sections 246 and 246.5 provides for minimum requirements and protections with respect to sick days.

88. Labor Code section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first

1 eight hours on the seventh consecutive workday in one (1) workweek. Labor Code section 510 and the
2 IWC Wage Orders further require that employers pay employees double their regular rate of pay for
3 hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday
4 in one (1) workweek. Labor Code section 510 requires payment of overtime wages at one and one half
5 times the "regular rate of pay," which includes all forms of remuneration earned by the employee.

6 89. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all
7 employees in California for all hours worked. Local minimum wage ordinances, may provide for higher
8 minimum wage rates that must be paid to employees for all hours worked in those locales where each
9 local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the state
10 or local minimum wage, whichever is higher, for any hour of work.

11 90. Labor Code section 1194 requires that employers pay employees at least the legal
12 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
13 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
14 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
15 along with interest thereon, reasonable attorneys' fees and costs of suit.

16 91. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
17 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

18 92. Labor Code section 1198 prohibits employers from employing for longer hours or less
19 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
20 the Labor Commissioner.

21 93. During the relevant time period, Defendants failed to pay Plaintiffs and class members all
22 wages due, including minimum, regular, overtime, and double time wages due to Defendants' practices
23 of requiring off-the-clock work, rounding time worked in their favor, and failing to pay all wages at the
24 appropriate rates including overtime, double time, meal and rest period premiums, sick pay, and
25 vacation pay, among other things.

26 94. in violation of California law, Defendants have knowingly and willfully refused to
27 perform their obligations and compensate Plaintiffs and class members for all wages earned as alleged
28 above.

95. Defendants' failure to pay Plaintiffs and class members all earned minimum, regular, overtime, and double time wages in accordance with Labor Code sections 204, 206, 227.3, 246, 246.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California, Plaintiffs and class members are entitled to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs in amounts that will be established at trial.

ELEVENTH CAUSE OF ACTION
UNLAWFUL DEDUCTIONS
(As to all Defendants)

96. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 95 as though fully set forth herein.

97. At all relevant times, Defendants had a duty to comply with Labor Code sections 222 and 223 and the applicable IWC Wage Orders.

98. Labor Code section 222 provides that “[i]t shall be unlawful, in case of any wage agreement arrived at through collective bargaining, either wilfully or unlawfully or with intent to defraud an employee, a competitor, or any other person, to withhold from said employee any part of the wage agreed upon.”

99. Labor Code section 223 provides that “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

100. During the relevant time period, Defendants unlawfully deducted wages from Plaintiffs and class members by deducting meal periods and requiring them to work during a portion of their meal periods and time shaving, among other things.

101. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations and compensate Plaintiffs and class members for all overtime wages earned as alleged above.

102. Defendants' failure to pay overtime compensation due to Plaintiffs and class members in accordance with Labor Code sections 222 and 223 and the IWC Wage Orders, Plaintiffs and class members are entitled to recover the full amount of wage that were unlawfully deducted, prejudgment

1 interest, statutory penalties, attorneys' fees, and costs in amounts that will be established at trial.

2 **TWELFTH CAUSE OF ACTION**
3 **VIOLATION OF CALIFORNIA'S QUOTA LAWS**
4 **(As to all Defendants)**

5 103. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 102 as though fully
6 set forth herein.

7 104. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100, *et*
8 *seq.*

9 105. California's quota laws require Defendants to implement and maintain quota production
10 demands consistent and in compliance with Labor Code sections 2100 – 2112 which provide in relevant
11 part that "[a]n employee shall not be required to meet a quota that prevents compliance with meal or rest
12 periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or
13 occupational health and safety laws in the Labor Code or division standards. An employer shall not take
14 adverse employment action against an employee for failure to meet a quota that does not allow a worker
15 to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or
16 division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant
17 to Section 2101" and provide injunctive relief, attorneys' fees, costs, and civil penalties.

18 106. Defendants' violations of California Labor Code sections 2100 - 2112 prevented Plaintiff
19 and Class Members from knowing, understanding, and disputing the wages paid to them, prevented
20 them from taking compliant meal and rest periods as well as bathroom breaks, and exposed them to
21 unreasonable health hazards and resulted in an unjustified economic enrichment to Defendants. As a
22 result of Defendants' knowing and intentional failure to comply with California Labor Code section
23 2100 *et. seq.*, Plaintiff and Class Members have suffered injury, and the exact amount of damages and/or
24 penalties is all in an amount to be shown according to proof at trial.

25 107. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
26 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et. seq.*,
27 and seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

28 //

DAMAGES

1 WHEREFORE Plaintiffs requests relief as follows:

2 1. A jury trial;

3 2. As to the First Cause of Action:

4 a. Wages in an amount to be proven at trial;

5 b. Interest for the wages due pursuant to California Labor Code section 1194;

6 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
7 Code section 1194;

8 3. As to the Second Cause of Action:

9 a. Wages in an amount to be proven at trial;

10 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
11 section 1021.5;

12 4. As to the Third Cause of Action:

13 a. Wages in an amount to be proven at trial;

14 b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure
15 section 1021.5;

16 5. As to the Fourth Cause of Action:

17 a. Penalties as provided for in Labor Code section 226, including the greater of all
18 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
19 violation occurred and one hundred dollars (\$100.00) per employee for each
20 violation in the subsequent pay periods, but not to exceed four thousand dollars
21 (\$4,000.00);

22 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
23 226(e);

24 6. As to the Sixth Cause of Action:

25 a. An amount to be proven at trial;

26 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

27 //

28 7. As to the Eighth Cause of Action:

- 1 a. For civil penalties as provided in the Labor Code for each enumerated
2 violation;
3 b. For those Labor Code sections where there is no civil penalty provided for their
4 violation, the default penalty provided in Labor Code section 2699(f): for any
5 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
6 period; For any subsequent violation, two hundred dollars (\$200) for each
7 aggrieved employee per pay period;
8 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
9 d. For any other remedies as allowed by law and/or deemed appropriate by the
10 Court;

11 8. As to the Ninth Cause of Action:

- 12 a. Wages in an amount to be proven at trial;
13 b. Interest for the wages due pursuant to California Labor Code section 1194;
14 c. For reasonable attorney's fees and costs incurred pursuant to California Labor
15 Code section 1194;
16 d. Liquidated damages pursuant to Labor Code section 1194.2

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- 28 9. For such other and further relief as this Court may deem just and proper,

1 including, but not limited to:

- 2 a. Wages as proved at trial;
3 b. Injunctive and Declaratory relief;
4 c. Attorney's fees and costs as provided for by law; and
5 d. Interest.

6
7 Dated: September 6, 2023

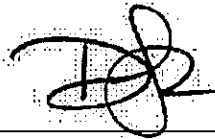
Shimoda & Rodriguez Law, PC

8
9 By: 

10 Galen T. Shimoda
11 Justin P. Rodriguez
12 Attorneys for Plaintiff Sanchez

13 Dated: September 6, 2023

**JOSE GARAY, APLC/
LAW OFFICE OF DANIEL J. HYUN**

14
15
16 By: 

17 Jose R. Garay
18 Daniel J. Hyun
19 Attorneys for Plaintiff Ramirez
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3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On September 20, 2023, I served the following documents on the party below:

- 9 • [FILED] THIRD AMENDED COMPLAINT FOR DAMAGES

10 Benjamin L. Webster, Bar No. 132230 11 John H. Adams, Jr., Bar No. 253341 12 Littler Mendelson, P.C 13 500 Capitol Mall 14 Suite 2000 15 Sacramento, California 95814 16 Phone: (916) 830-7200 17 Fax: (916) 561-0828 18 Email: bwebster@littler.com 19 jhadams@littler.com 20 lkahl@littler.com jjhughey@littler.com	Jose R. Garay, Bar No. 200494 Jose Garay, APLC 249 E. Ocean Blvd. #814 Long Beach, CA 90802 Phone: 949-208-3400 Facsimile: 562-590-8400 E-Mail: jose@garaylaw.com
Daniel J. Hyun, Bar No. 309184 Law Office of Daniel J. Hyun 1100 West Town and Country Rd, Ste 1250 Orange, CA 92868 Phone: 949-590-4122 Facsimile: 949-528-2596 E-mail: dh@danielhyunlaw.com	

21 [] [By Mail] I am familiar with my employer's practice for the collection and
22 processing of correspondence for mailing with the United States Postal
23 Service and that each day's mail is deposited with the United States Postal
24 Service that same day in the ordinary course of business. On the date set
25 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

26 [] [By Personal Service] By personally delivering a true copy thereof to the
27 office of the addressee above.

28 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
above. No error was reported by the e-mail service that I used.

1 [] [By Overnight Courier] By causing a true copy and/or original thereof to
2 be personally delivered via the following overnight courier service: _____.

3 I declare under penalty of perjury under the laws of the State of California that the foregoing
4 is true and correct, and that this declaration was executed on September 20, 2023, at Elk Grove,
5 California.

6 
Elias Tapia