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

AUG 05 2022

BY [Signature]
JACQUELINE HARNES, DEPUTY

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

WILQUIN OROZCO, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

TAYLORED SERVICES, LLC., a Delaware
Limited Liability Company; and DOES 1-50,
inclusive.

Defendants.

CASE NO.: CIVSB2133520

**FIRST AMENDED CLASS ACTION AND
PAGA COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) WAGE STATEMENT VIOLATIONS;
- (6) WAITING TIME PENALTIES;
- (7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENDITURES;
- (8) FAILURE TO MAINTAIN REQUIRED RECORDS
- (9) UNFAIR COMPETITION
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiff Wilquin L. Orozco (“Plaintiff”) on behalf of himself, the State of California, and all
2 other similarly situated non-exempt employees, alleges and complains of defendant Taylored
3 Services, LLC; Taylored FMI, LLC; Taylored Transload, LLC; and DOES 1 to 50 (collectively,
4 “Defendants”) and each of them, as follows:

5 **INTRODUCTION**

6 1. Defendants provides third-party logistics services throughout California and the
7 United States. Plaintiff brings this class and PAGA representative action against Defendants for
8 alleged violations of the California Labor Code and Business and Professions Code.

9 2. As set forth below, Plaintiff alleges that Defendants failed and continue to fail to pay
10 all minimum and overtime wages due to their policy and/or practice of not compensating non-exempt
11 employees for time spent undergoing temperature screenings for Covid-19. Plaintiff further alleges
12 that Defendants uniformly failed to pay overtime at the correct premium rate due to Defendants
13 failure to properly calculate the “regular rate of pay.” Next, Plaintiff alleges that Defendants’ meal
14 and rest period policies and/or practices failed to provide him and all other non-exempt employees
15 with compliant meal and rest periods or pay premium pay at the “regular rate of pay” in lieu thereof.
16 Additionally, Plaintiff alleges that Defendants failed to reimburse him and other non-exempt
17 employees for necessary business expenditures. Derivatively, Plaintiff alleges that Defendants failed
18 to provide non-exempt employees with accurate written itemized wage statements, maintain adequate
19 records, and failed to timely pay all final wages upon separation of employment.

20 3. Based on these alleged Labor Code violations, Plaintiff now brings this class and
21 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief
22 on behalf of himself and all others similarly situated.

23 **JURISDICTION AND VENUE**

24 4. This class action is brought pursuant to California Code of Civil Procedure § 382.

25 5. Plaintiff, on behalf of himself and all others similarly situated non-exempt employees
26 hereby brings this class action for recovery of unpaid wages and penalties under California Labor
27 Code §§ 200, 201-203, 204, 210, 226a, 226(e), 226.3, 226.7, 510, 512, 1174, 1174.4, 1194, 1197.1,
28 1199, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to

1 seeking declaratory relief and restitution pursuant to California Business and Professions Code §
2 17200, *et. seq.*

3 6. This Court has jurisdiction over Defendants' violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
5 minimum.

6 7. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5, as Defendants operate a warehouse/office in Ontario, California. Defendants
8 own, maintain offices, transact business, have an agent or agents within the County of San Bernardino
9 and/or otherwise are found within the County of San Bernardino, and Defendants are within the
10 jurisdiction of this Court for purposes of service of process.

11 **PARTIES**

12 8. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is
13 a California resident residing in the State of California. Defendants employed Plaintiff as a non-
14 exempt employee "Warehouse Lead" in Chino, California in the County of San Bernardino.

15 9. Plaintiff is informed and believes and thereon alleges that defendant
16 Taylored Services, LLC, is a limited liability company authorized and doing business in San
17 Bernardino County, California; and is and/or was the legal employer of Plaintiff and the putative
18 Class Members during the applicable statutory periods.

19 10. Plaintiff is informed and believes and thereon alleges that defendant
20 Taylored FMI, LLC, is a limited liability company authorized and doing business in San Bernardino
21 County, California; and is and/or was the legal employer of Plaintiff and the putative Class Members
22 during the applicable statutory periods.

23 11. Plaintiff is informed and believes and thereon alleges that defendant
24 Taylored Transload, LLC, is a limited liability company authorized and doing business in San
25 Bernardino County, California; and is and/or was the legal employer of Plaintiff and the putative
26 Class Members during the applicable statutory periods.

27 12. Defendants' policies and/or practices outlined herein have deprived Plaintiff and other
28 similarly situated non-exempt employees of the rights afforded to them by California Labor Code §§

1 201-203, 204, 210, 226, 226a, 226(e), 226.3, 226.7, 510, 512, 1194, 1197.1, 1199, and California
2 Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

3 13. Plaintiff is informed and believes, and based thereon alleges, that during the four years
4 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
5 do) business in the State of California, County of San Bernardino. Defendants, each of them, own
6 and/or operate a warehouse on 13950 Norton Ave in Chino, San Bernardino County. Defendants
7 operate several other locations throughout California.

8 14. Plaintiff does not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
10 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
12 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
13 corporate, were responsible in some manner for the acts and omissions alleged herein, and
14 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
15 alleged herein.

16 15. Plaintiff is informed, and believes, and thereon allege, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
18 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
19 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
20 them, were the agents, servants, and employees of each and every one of the other Defendants, as
21 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

24 16. At all times mentioned herein, Defendants, and each of them, were members of and
25 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
26 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
27 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
28 Classes.

1 **COMMON FACTUAL ALLEGATIONS**

2 17. Defendants are a warehousing, transportation, and fulfillment company with locations
3 across California, including, Chino, Ontario, Fontana, Mira Loma, Carson, San Pedro, and Los
4 Angeles. Taylored specializes in third-party logistics.

5 18. Plaintiff was employed by Defendant as a non-exempt employee with the title of
6 “Warehouse Lead” from approximately September 16, 2020, until September 17, 2021. Plaintiff and
7 other putative Class Members were employed as non-exempt employees working for Defendant in
8 California. Plaintiff and other non-exempt employees (including, but not limited to warehouse
9 associates, warehouse leads, administrative staff, and other non-exempt positions) were responsible
10 for all aspects of Defendant’s services across its California facilities.

11 19. At all relevant times, Plaintiff and other non-exempt employees regularly worked
12 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
13 Plaintiff alleges that he and other non-exempt employees were also subjected to the same policies,
14 procedures, and practices, working conditions, and corresponding wage and hour violations to which
15 Plaintiff was subjected during his employment at Defendant.

16 20. First, at all relevant times, Defendant has had a uniform practice of requiring Plaintiff
17 and other non-exempt employees to undergo mandatory temperature screening in light of the Covid-
18 19 pandemic. Plaintiff and other non-exempt employees were required to spend several minutes
19 waiting in line in order to undergo a temperature screening before clocking in. As a result, Plaintiff
20 and other non-exempt employees were required to spend minutes off-the-clock before each shift to
21 undergo a Covid-19 temperature screening without pay.

22 21. As a result of Defendant’s uniform temperature screening and clock-in procedures,
23 Plaintiff and other non-exempt employees were not fully compensated for all hours they were waiting
24 or undergoing a temperature screening and thus, subject to the control of Defendant. As such,
25 Defendant systematically failed to pay Plaintiff and other non-exempt employees for all hours worked
26 and minimum and overtime wages due. Defendant has no valid defense to this claim given the
27 California Supreme Court’s recent unanimous decision in *Frlekin v. Apple, Inc.* (2020) 8 Cal.5th
28

1 1038, which held that employees “must be paid” during security checks since “it is clear that
2 [employees] are subject to [the employer’s] control while awaiting, and during, [the] exit searches.”

3 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
4 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
5 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
6 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
7 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
8 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
9 underpaid regardless of whether the initial violation is intentionally committed.

10 23. As set forth above, Defendant failed to compensate Plaintiff and other non-exempt
11 employees for all hours worked or subject to control of Defendant as a result of its uniform Covid-
12 19 screening and clock-in procedures. Accordingly, to the extent permitted by law Plaintiff and other
13 non-exempt employees are entitled to recover liquidated damages for violations of Labor Code §
14 1197.1. Based upon these same factual allegations, Plaintiff and other non-exempt employees are
15 entitled to unpaid wages and penalties under Labor Code § 1199.

16 24. Moreover, at all relevant times, Plaintiff and other non-exempt employees were not
17 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
18 and/or forty (40) hours per workweek. While Plaintiff and other non-exempt employees regularly
19 worked overtime hours, they were not compensated at one and one-half times their regular rate of
20 pay because Defendant failed to include all forms of compensation, including but not limited to, non-
21 discretionary bonuses and other forms of non-hourly compensation/remuneration when calculating
22 the regular rate of pay used in overtime calculations.

23 25. For instance, although Defendant consistently paid its employees non-discretionary
24 incentive bonuses, Defendant omitted these payments when calculating the regular rate of pay used
25 in overtime calculations and when paying overtime to Plaintiff and the other non-exempt employees.
26 For example, attached as **Exhibit “A”** is a true and correct copy of Plaintiff’s wage statements from
27 May 10, 2021 to May 16, 2021 indicating payment of a bonus in the amount of \$384.00. During that
28

1 time period, Plaintiff worked overtime wherein the bonus was not factored into the regular rate for
2 overtime calculation.

3 26. Under the California Labor Code (as well as the FLSA), courts have held that regularly
4 paid non-discretionary bonuses (and other forms of pay) must be included in determining an
5 employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana*
6 *Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be
7 included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042,
8 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under California and federal
9 law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid
10 to employees from the "regular rate of compensation"].)

11 27. Labor Code § 510 requires an employer to compensate an employee who works more
12 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
13 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
14 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
15 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
16 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
17 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
18 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
19 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

20 28. By their policy of requiring Plaintiff and the other non-exempt employees to work in
21 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
22 them at the rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the provisions
23 of Labor Code § 510 and the applicable Wage Orders.

24 29. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
25 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
26 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
27 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
28 is underpaid. . . [and] (2) [f]or each subsequent violation for the same specific offense, two hundred

1 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
2 underpaid regardless of whether the initial violation is intentionally committed.

3 30. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
4 are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these
5 same factual allegations, Plaintiff and the other non-exempt employees are entitled to unpaid wages
6 and penalties under Labor Code §§ 1199.

7 31. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
8 compliant and timely 30-minute off-duty meal periods as mandated by California law. First, as a
9 result of Defendant's uniform meal period policies and/or practices, Plaintiff and other non-exempt
10 employees were often unable to take uninterrupted first meal periods before the end of the fifth hour
11 of work. Further, when Plaintiff and other non-exempt employees worked in excess of 10.0 hours in
12 a shift, which was a regular occurrence, they were not allowed and permitted to take a mandated
13 second meal period before the end of the tenth hour of work in violation of the Labor Code and
14 applicable Wage Orders.

15 32. Additionally, Plaintiff and other non-exempt employees were not properly paid all
16 meal period premiums for missed or non-compliant meal periods at the "regular rate of pay." In line
17 with failure to pay overtime at the regular rate, including all forms of compensation, Defendant
18 similarly failed to pay meal period premiums at the regular. On **Exhibit "A,"** Plaintiff earned a bonus
19 and missed a meal period, but the meal period was paid at the base hourly rate wherein the bonus was
20 not factored into the regular rate. As such, the meal period premiums paid are insufficient. Each time
21 Plaintiff and other non-exempt employees were unable to take a complaint meal period, Defendant
22 failed and continues to fail to adequately pay meal period premium payments at the "regular rate of
23 pay" as required by Labor Code § 226.7.

24 33. Accordingly, due to Defendant's uniform meal period policies and/or practices,
25 Plaintiff and other non-exempt employees were also regularly denied legally compliant meal periods
26 in violation of Labor Code §§ 226.7, 510, 516, and applicable Wage Orders.

27 34. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were also
28 not provided with all 10-minute rest periods for every 4 hours worked, or major fraction thereof due

1 to Defendant's operational requirements and demands of the job. In addition, Defendant has had a
2 policy that prevented Plaintiff and other non-exempt employees from leaving the work premises
3 during rest breaks thereby exercising control over non-exempt employees during their rest periods in
4 violation of the Labor Code.

5 35. Indeed, the language in Defendant's rest break policy is unlawful on its face, as it
6 states "However, because rest periods are paid time, associates are required to remain on the
7 premises." (See **Exhibit "B"**). As a result, Plaintiff and other non-exempt employees were and are
8 routinely unable to take 10-minute duty free rest periods for every major fraction of four hours
9 worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for
10 shifts in excess of 10 hours in a workday.

11 36. By not relieving all non-exempt employees of all duties during rest periods, Defendant
12 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
13 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
14 duties and relinquish control over how employees spend their time."]. In *Augustus*, the California
15 Supreme Court expressly rejected the employers' assertion that it could provide an on-duty rest period
16 to employees who worked as security guards and further explained "that employers [must] relinquish
17 any control over how employees spend their break time and relieve their employees of all duties." *Id.*
18 at 273.

19 37. Each time Plaintiff and other non-exempt employees were unable to take a complaint
20 rest periods, Defendant failed and continues to fail to adequately pay rest period premium payments
21 at the "regular rate of pay" as required by Labor Code § 226.7.

22 38. Accordingly, due to Defendant's uniform rest period policies and/or practices,
23 Plaintiff and other non-exempt employees were also regularly denied legally compliant rest breaks in
24 violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

25 39. Moreover, at all relevant times, Plaintiff and other non-exempt employees, at the
26 direction of Defendants and/or with Defendants' knowledge and acquiescence, have used their
27 personal cell phones to download applications, communicate with their supervisors, managers, and
28 co-workers in the discharge of their duties for Defendants. Defendants require that Plaintiff and

1 other non-exempt employees respond to phone calls and text messages and expect these employees
2 to initiate calls and texts to meet business needs. Defendants required Plaintiff and all other non-
3 exempt employees to incur the costs associated with business use of their personal cell phones and
4 did not provide any reimbursement of these costs.

5 40. Defendants do not maintain an expense reimbursement policy and/or practice stating
6 that Defendants will affirmatively reimburse Plaintiff and the other non-exempt employees for a
7 reasonable portion of their monthly personal cell phone bills and expenses necessarily incurred in
8 their discharge of their duties, as required by *Cochran v. Schwan's Home Service, Inc.* (2014) 228
9 Cal.App.4th 1137 ("We hold that when employees must use their personal cell phones for work-
10 related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the
11 employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
12 owed is a reasonable percentage of their cell phone bills.") (reversing denial of class certification in
13 cell phone reimbursement class action and setting forth the applicable law for these claims); *Aguilar*
14 *v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. 2014) (granting Plaintiff's motion for partial
15 summary judgment on the Mr. Toys' cell phone reimbursement claim); *Ritchie v. Blue Shield of*
16 *California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone
17 reimbursement claim and adopting the logic of Cochran).

18 41. Although Plaintiff and the other non-exempt employees used their personal cell
19 phones in the discharge of their job duties with the knowledge and/or acquiescence of Defendants,
20 they were not reimbursed in any amount for expenses incurred throughout the relevant liability
21 period. Defendants' failure to reimburse Plaintiff and the other non-exempt employees for their on-
22 going cell phone business expenses incurred in their discharge of their duties continues through the
23 present day. Indeed, any reimbursement is absent from Plaintiff's wage statements during his
24 employment.

25 42. As a result of Defendant's failure to pay Plaintiff and other non-exempt employees for
26 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
27 and failure to adequately pay for meal and rest period premiums at the "regular rate of pay",
28 Defendant issued wage statements which failed to accurately identify the gross wages earned, the

1 total hours worked, the net wages earned, and the correct corresponding number of hours worked at
2 each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

3 43. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
4 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
5 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
6 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

8 44. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
9 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendant’s violations of
10 Labor Code § 226(a). As such, the wage statements Defendant issued to Plaintiff and other non-
11 exempt employees are in violation of Labor Code § 226 (a). Thus, Plaintiff is an non-exempt
12 employee and Defendant has violated Labor Code §226(a) with respect to Plaintiff and other non-
13 exempt employees. Consequently, because Defendant failed to comply with Labor Code § 226(a) and
14 applicable Wage Orders, Plaintiff and other non-exempt employees would be entitled to recover
15 penalties under Labor Code §§ 226(e).

16 45. Finally, because of, Defendant’s failure to pay all minimum and overtime wages, and
17 meal and rest period premiums at the “regular rate of pay”, Defendant also failed and continues to
18 fail to pay Plaintiff and other non-exempt employees all wages owed at their time of separation from
19 employment in violation of Labor Code §§ 201-203 and applicable Wage Orders. Thus, Plaintiff and
20 other non-exempt employees would be entitled to recover penalties under Labor Code §§ 201-203.

21 **CLASS ACTION ALLEGATIONS**

22 46. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
23 § 382 of the Code of Civil Procedure:

24 All non-exempt employees who work or worked for Defendants in
25 California, during the four years immediately preceding the filing of
the Complaint through the date of trial. (“Class”);

26 All non-exempt employees who worked for Defendants in California
27 and who worked overtime hours during at least one shift, during the
28 four years immediately preceding the filing of the Complaint through
the date of trial. (“Overtime Subclass”);

1 All employees who work or worked for Defendants in California
2 during one year immediately preceding the filing of the Complaint
3 through the date of trial. (“Wage Statement Subclass”)

4 All non-exempt employees who work or worked for Defendants in
5 California, and who left their employ during the three years
6 immediately preceding the filing of the Complaint through the date of
7 trial. (“Waiting Time Penalty Subclass”)

(collectively “the Classes”)

8 47. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
9 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
10 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one
11 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
12 Defendants’ employment and payroll records.

13 48. **Common Questions of Law and Fact Predominate/Well Defined Community of**
14 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
15 employees, which predominate over questions affecting only individual members including, without
16 limitation to:

17 1. Whether Defendants failed to pay all minimum and overtime wages to members of the
18 Classes;

19 2. Whether Defendants failed to pay overtime at the appropriate legal rate to members
20 of the Classes;

21 3. Whether Defendants provided legally compliant meal and rest periods or proper
22 compensation at the “regular rate of pay” in lieu thereof to members of the Classes;

23 4. Whether Defendants failed to maintain required records and legally compliant wage
24 statements to members of the Classes pursuant to Labor Code § 226(a) and 1174;

25 5. Whether the timing and amount of payment of final wages to members of the Classes
26 at the time of separation from employment were unlawful.

27 6. Whether Defendants reimbursed all necessary business expenses required by Labor
28 Code sections 2800-2802.

1 49. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' policy/practice of
5 failing to compensate non-exempt employees for time spent undergoing Covid-19 temperature
6 screening prior to clocking in, Defendants' policy/practices of failing to pay overtime at the
7 appropriate premium rate, Defendants' uniform policy of failing to provide compliant meal and rest
8 periods or adequate compensation in lieu thereof, Defendants' resulting failure to provide accurate
9 itemized wage statements and maintain adequate records, Defendants' resulting failure to pay all
10 wages owed at the time of separation of employment, Defendants' failure to reimburse all necessary
11 business expenses.. As such, the common questions predominate over individual questions
12 concerning each individual class member's showing as to his or her eligibility for recovery or as to
13 the amount of his or her damages.

14 50. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
15 Plaintiff was employed by Defendants as a non-exempt warehouse lead employee in California during
16 the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
17 alleged herein, Plaintiff, like the members of the Classes, was deprived of minimum and overtime
18 wages due to Defendants' policy/practice of requiring employees to submit to Covid-19 temperature
19 screening prior to clocking in, was deprived of overtime wages at the appropriate premium rate, was
20 deprived of meal and rest period premium wages, was not provided accurate itemized wage
21 statements or accurate records, was not paid all wages owed at the time of his separation of
22 employment, and was not reimbursed for all necessary business expenses.

23 51. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
24 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
25 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
26 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
27 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
28 members of the Classes.

1 52. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
2 important public interest in establishing minimum working conditions and standards in California.
3 These laws and labor standards protect the average working employee from exploitation by
4 employers who have the responsibility to follow the laws and who may seek to take advantage of
5 superior economic and bargaining power in setting onerous terms and conditions of employment. The
6 nature of this action and the format of laws available to Plaintiff and members of the Classes make
7 the class action format a particularly efficient and appropriate procedure to redress the violations
8 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
9 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
10 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

11 53. Moreover, requiring each member of the Classes to pursue an individual remedy
12 would also discourage the assertion of lawful claims by employees who would be disinclined to file
13 an action against their former and/or current employer for real and justifiable fear of retaliation and
14 permanent damages to their careers at subsequent employment. Further, the prosecution of separate
15 actions by the individual class members, even if possible, would create a substantial risk of
16 inconsistent or varying verdicts or adjudications with respect to the individual class members against
17 Defendants herein; and which would establish potentially incompatible standards of conduct for
18 Defendants; and/or legal determinations with respect to individual class members which would, as a
19 practical matter, be dispositive of the interest of the other class members not parties to adjudications
20 or which would substantially impair or impede the ability of the class members to protect their
21 interests. Further, the claims of the individual members of the class are not sufficiently large to
22 warrant vigorous individual prosecution considering all of the concomitant costs and expenses
23 attending thereto. As such, the Classes identified in Paragraph 41 are maintainable as Classes under
24 § 382 of the Code of Civil Procedure.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY ALL MINIMUM WAGES**

27 **(AGAINST ALL DEFENDANTS)**

28 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 55. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
2 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in
3 amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has
4 not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid
5 balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount
6 equal to the unpaid wages and interest accrued thereon.

7 56. At all relevant times herein, Defendants failed to conform their pay practices to the
8 requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform
9 and unlawful practice of failing to pay for all off-the clock work, including but not limited to,
10 requiring Covid-19 temperature screenings. Accordingly, Plaintiff and members of the Class were
11 not compensated for all hours worked including, but not limited to, all hours they were subject to
12 the control of Defendants and/or suffered or permitted to work under the California Labor Code and
13 applicable Wage Orders.

14 57. Labor Code § 1198 makes unlawful the employment of an employee under
15 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an
16 employer who has failed to pay its employees the legal minimum wage is liable to pay those
17 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
18 to the wages due and interest thereon.

19 58. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
20 Plaintiff and the Class have sustained economic damages, including but not limited to unpaid wages
21 and lost interest, in an amount to be established at trial, and they are entitled to recover economic
22 and statutory damages and penalties and other appropriate relief as a result of Defendants' violations
23 of the California Labor Code and applicable Wage Orders.

24 59. Defendants' practice and uniform administration of corporate policy regarding
25 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
26 members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated
27 damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according
28 to Labor Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 61. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and
6 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours
7 worked and provide a private right of action for the failure to pay all overtime compensation for
8 overtime work performed.

9 62. At all times relevant herein, Defendants were required to properly pay Plaintiff and
10 members of the Class and Overtime Subclass for all overtime hours worked pursuant to California
11 Labor Code § 1194 and the applicable Wage Orders.

12 63. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
13 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
14 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
15 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
16 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
17 the workweek.

18 64. Defendants failed to conform their pay practices to the requirements of the law. This
19 unlawful conduct includes but is not limited to (1) Defendants’ uniform and unlawful policy/practice
20 of failing to pay overtime at the correct “regular rate of pay”, and (2) Defendants’ policy and/or
21 practice of failing to pay for off the clock pre-shift work, which resulted in the Class and Overtime
22 Subclass not being paid all overtime wages owed.

23 65. The foregoing policies and practices are unlawful and create entitlement to recovery
24 by Plaintiff and the members of the Class and Overtime Subclass in a civil action for the unpaid
25 amount of overtime wages, including interest thereon, statutory penalties, attorney’s fees, and costs
26 of suit according to Labor Code §§ 204, 210. 510, 1194, and 1198, the applicable Wage Orders, and
27 Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

66. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

67. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their hourly non-exempt employees, including Plaintiff and members of the Class, with all required meal periods in accordance with the mandates of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common Allegations section of this Complaint. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

68. As a result, Defendants are responsible for paying premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

69. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

70. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

71. Due to their unlawful rest period policy and practices, Defendants did not authorize and permit Plaintiff and members of the Class to take code-compliant rest periods to which they were legally entitled, including, but not limited to, failing to relieve employees of all duties and relinquishing all control over employees during their rest periods. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for each violation, in accordance with California Labor Code § 226.7.

1 72. The foregoing violations create an entitlement to recovery by Plaintiff and members
2 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
3 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
4 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

7 **(AGAINST ALL DEFENDANTS)**

8 73. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 74. Labor Code 226(a) states in pertinent part the following:

10 “(a) An employer, semimonthly or at the time of each payment of wages, shall
11 furnish to his or her employee, either as a detachable part of the check, draft, or
12 voucher paying the employee’s wages, or separately if wages are paid by personal
13 check or cash, an accurate itemized statement in writing showing (1) gross wages
14 earned, (2) total hours worked by the employee, except as provided in subdivision
15 (j), (3) the number of piece-rate units earned and any applicable piece rate if the
16 employee is paid on a piece-rate basis, (4) all deductions, provided that all
17 deductions made on written orders of the employee may be aggregated and shown
18 as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
19 employee is paid, (7) the name of the employee and only the last four digits of his
20 or her social security number or an employee identification number other than a
21 social security number, (8) the name and address of the legal entity that is the
22 employer and, if the employer is a farm labor contractor, as defined in subdivision
23 (b) of Section 1682, the name and address of the legal entity that secured the services
24 of the employer, and (9) all applicable hourly rates in effect during the pay period
25 and the corresponding number of hours worked at each hourly rate by the
26 employee.”

27 75. As set forth above, Defendants issued and continue to issue wage statements to its
28 employees including Plaintiff and members of the Wage Statement Subclass, which are inadequate
under Labor Code Section 226(a).

 76. As a result of Defendants’ failure to pay Plaintiff and the Wage Statement Subclass
for all minimum and overtime wages, and missed meal and rest period premiums at the “regular rate
of pay”, Defendants failed to include required information on Plaintiff and the Wage Statement
Subclass’s wage statements, including, but not limited to, the gross wages earned, the net wages

1 earned in violation of Labor Code section 226(a)(1, 2, 5, 9).

2 77. Defendants' failure to comply with section 226(a) of the Labor Code was knowing and
3 intentional.

4 78. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff
5 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
6 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
7 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
8 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants
9 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

10 **SIXTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(AGAINST ALL DEFENDANTS)**

13 79. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 80. The actionable period for this cause of action is three years prior to the filing of this
15 Complaint through the present, and on-going until the violations are corrected, or the class is certified.

16 81. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
17 to Plaintiff and the Waiting Time Penalty Subclass during the actionable period for this cause of
18 action at or around the time that their employment is or was terminated or ended.

19 82. Labor Code § 203 provides that if an employer willfully fails to pay compensation
20 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
21 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

22 83. Defendants willfully failed to pay Plaintiff and the members of the Waiting Time
23 Penalty Subclass for all hours worked, including all minimum and overtime wages, and their meal
24 and rest period premiums at the "regular rate of pay", prior to or upon termination or separation from
25 employment with Defendants as required by Labor Code §§ 201 and 202.

26 84. As a result, Defendants are liable to Plaintiff and the Waiting Time Penalty Subclass
27 for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Classes pursuant
28

1 to Labor Code § 203. *See, e.g., DLSE Manual, 4.3.4* (Failure to pay any sort of wages due upon
2 termination entitles an employee to recover waiting time penalties).

3 **SEVENTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

6 85. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 86. Labor Code 2802(a) states in pertinent part the following:

8 “(a) An employer shall indemnify his or her employee for all necessary
9 expenditures or losses incurred by the employee in direct consequence of
10 the discharge of his or her duties, or of his or her obedience to the directions
11 of the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.”

12 87. As set forth above, Plaintiff and members of the Class must be compensated for all
13 necessary business expenditures, including, but not limited to, costs associated with cell phones, and
14 other business expenses. (See *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137
15 (“We hold that when employees must use their personal cell phones for work-related calls, Labor
16 Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone
17 plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage
18 of their cell phone bills.”))

19 88. By failing to reimburse Plaintiff and members of the Class for all necessary business
20 expenditures, Defendants have failed to comply with Labor Code Section 2802 and the applicable
21 Wage Orders.

22 **EIGHTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(AGAINST ALL DEFENDANTS)**

25 89. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 90. Defendants have engaged and continue to engage in unfair and/or unlawful business
27 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
28 failing to pay all minimum and overtime wages, failing to pay all overtime wages at the appropriate

1 legal rate, by failing to provide all legally required meal and rest periods or pay premium payments
2 at the “regular rate of pay” in lieu thereof, by failing to provide accurate itemized wage statements,
3 and by failing to pay all earned wages at the time of separation from employment.

4 91. Defendants’ utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
6 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
7 Defendants’ competitors who have been and/or are currently employing workers and attempting to
8 do so in honest compliance with applicable wage and hour laws.

9 92. Because Plaintiff is a victim of Defendants’ unfair and/or unlawful conduct alleged
10 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
11 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
12 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

13 93. The acts complained of herein occurred within the last four years immediately
14 preceding the filing of the Complaint in this action.

15 94. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect him interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
17 Defendants’ current hourly non-exempt employees and to enforce important rights affecting the
18 public interest. Plaintiff has thereby incurred the financial burden of attorneys’ fees and costs, which
19 he is entitled to recover under Code of Civil Procedure § 1021.5.

20 **NINTH CAUSE OF ACTION**

21 **FAILURE TO MAINTAIN ADEQUATE RECORDS**

22 **(AGAINST ALL DEFENDANTS)**

23 95. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 96. During the relevant time period, as part of Defendants’ illegal payroll policies and
25 practices to deprive Plaintiff and members of the Class of all wages earned and due, Defendants
26 knowingly and intentionally failed to maintain records as required under California Labor Code §§
27 226, 1174, and §6 of the applicable IWC Wage Order, including but not limited to the following
28 records: total daily hours worked by each non-exempt employee; applicable rates of pay; all

1 deductions; meal periods; time records showing when each non-exempt employee begins and ends
2 each workday; and accurate itemized wage statements.

3 97. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
4 members of the Class have been damaged in an amount according to proof at trial, and are entitled to
5 all wages earned and due, plus interest thereon.

6 98. Additionally, Plaintiff and members of the Class are entitled to all available penalties,
7 including but not limited to, penalties pursuant to California Labor Code §§ 226(e), 226.3, and
8 1174.5, and an award of costs, expenses, and reasonable attorney's fees, including but not limited to
9 those provided in California Labor Code 226(e), as well as other available remedies.

10 **TENTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **(Labor Code § 2698 et seq.)**

13 **(AGAINST ALL DEFENDANTS)**

14 99. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 100. Defendants have committed several Labor Code violations against Plaintiff and other
16 non-exempt employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698
17 et seq., acting on behalf of himself and other non-exempt employees, bring this representative action
18 against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt
19 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
20 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent
21 violation per employee per pay period for those violations of the Labor Code for which no civil
22 penalty is specifically provided based on the following Labor Code violations:

23 a. Failing to pay Plaintiff and other non-exempt employees for all hours worked,
24 including all minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197,
25 1198, and 1182.12

26 b. Failing to provide Plaintiff and other non-exempt employees with all of their
27 statutorily mandated meal periods or compensation at the "regular rate of pay" in lieu thereof in
28 violation of Labor Code §§ 204, 510, 558, 1194 and 1198;

1 c. Failing to authorize and permit Plaintiff and other non-exempt employees with all
2 of their statutorily mandated rest periods or compensation at the “regular rate of pay” in lieu thereof
3 in violation of Labor Code §§ 226.7, and 516;

4 d. Failing to reimburse Plaintiff and other non-exempt employees for all necessary
5 business expenditures in violation of Labor Code 2208 and 2802;

6 e. Failing to timely compensate Plaintiff and other non-exempt employees with all
7 earnings at their separation of employment in violation of Labor Code §§ 201-203; and

8 f. Failing to furnish Plaintiff and other non-exempt employees with complete,
9 accurate, itemized wage statements in violations of Labor Code § 226(a).

10 g. Failing to maintain accurate records in violation of Labor Code §§ 226, 1174, and
11 §6 of the applicable IWC Wage Order.

12 101. On or about December 3, 2021, Plaintiff notified Taylored Services, LLC; and the
13 California Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’
14 violations of the California Labor Code § 2698 et seq., with respect to violations of the California
15 Labor Code identified in Paragraph 99 (a)-(g). Now that sixty-five days have passed from Plaintiff
16 notifying Defendants and the LWDA of these violations, Plaintiff will have exhausted his
17 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
18 to these violations.

19 102. Plaintiff was compelled to retain the services of counsel to file this court action to
20 protect their interests and the interests of other non-exempt employees, and to assess and collect the
21 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he
22 is entitled to receive under California Labor Code § 2699.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
25 this suit is brought against Defendants, as follows:

- 26 1. For an order certifying the proposed Classes;
27 2. For an order appointing Plaintiff as representative of the Classes;
28 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

1 4. Upon the First Cause of Action, for compensatory, consequential, general and special
2 damages according to proof pursuant to Labor Code §§ 204, 510, 1194, 1197.1, 1199;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;

5 6. Upon the Third Cause of Action, for compensatory, consequential, general and special
6 damages according to proof pursuant to Labor Code §§ 226.7 and 512;

7 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

9 8. Upon the Fifth Cause of Action, penalties pursuant to Labor Code § 226(a), and
10 reasonable costs and attorneys' fees;

11 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to Labor
12 Code §§ 201-203;

13 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 2208, and
14 reasonable costs and attorneys' fees.

15 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*;

18 12. Upon the Ninth Cause of Action, penalties pursuant to California Labor Code §§
19 226(e), 226.3, and 1174.5, and reasonable costs and attorneys' fees.

20 12. Upon the Tenth Cause of Action for civil penalties due to Plaintiff, other non-exempt
21 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
22 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
23 subsequent violation per employee per pay period for those violations of the Labor Code for which
24 no civil penalty is specifically provided under the Labor Code.

25 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
26 § 218.6 and Civil Code §§ 3287 and 3289;

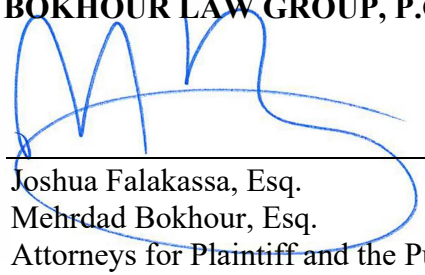
27 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, and Code of Civil Procedure § 1021.5; and

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13. For such other relief that the Court may deem just and proper.

Dated: July 26, 2022

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

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I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

KEESAL, YOUNG & LOGAN

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BY ELECTRONIC MAIL: Based on a Court order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused such the document(s) described above to be sent from my email address to the persons listed above. I did not receive, within a reasonable time after the transmission, any electronic message or indication that the transmission was unsuccessful.

Executed on August 5, 2022, at Los Angeles, California.


Carlos Garcia