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9 and similarly situated individuals

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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

CARLETON EDWARDS, individually and on
behalf of all other similarly situated
employees,

Plaintiff,

vs.

SUBURBAN PROPANE, L.P., a Delaware
Limited Partnership; and DOES 1 to 100,
inclusive,

Defendants.

Case No. 34-2022-00314949

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Failure to Reimburse Expenses
8. Unfair Competition
9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff CARLETON EDWARDS ("Plaintiff"), on behalf of himself and all other similarly
2 situated employees, hereby files this First Amended Complaint against Defendants SUBURBAN
3 PROPANE, L.P., a Delaware Limited Partnership; and DOES 1 to 100, inclusive (hereinafter all
4 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

5 INTRODUCTION

6 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
7 Plaintiff for Failure to Pay Overtime Wages, Failure to Pay Minimum Wages, Meal Period Violations,
8 Rest Period Violations, Wage Statement Violations, Waiting Time Penalties, Failure to Reimburse
9 Expenses, and Unfair Competition.

10 JURISDICTION AND VENUE

11 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
12 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
13 Labor Code, California Business and Professions Code, and Wage Order No. 7.

14 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
15 Defendant resides in Sacramento County and/or are foreign entities and have not designated any county
16 in California as being where they maintain their principal offices. In addition, some of the wrongful acts
17 and violations of law asserted herein occurred within Sacramento County, and Defendant's obligation to
18 pay wages arose in Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36
19 Cal.3d 403, 414 (1984).

20 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
21 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
22 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
23 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
24 ("LWDA") on approximately January 28, 2022. Plaintiff provided facts and legal bases for his claims
25 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
26 of action. Plaintiff also submitted the \$75.00 filing fee. The January 28, 2022, notice was also sent via
27 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
28 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies

1 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated
2 employees, i.e. Aggrieved Employees. See Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*
3 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
4 include, but are not limited to the following: all nonexempt employees who have or continue to work for
5 Defendant in California.

6 PARTIES

7 5. CARLETON EDWARDS is an individual over the age of eighteen (18) and is a
8 resident of the State of California.

9 6. On information and belief, Plaintiff alleges, SUBURBAN PROPANE, L.P., is now
10 and/or at all times mentioned in this Complaint was a Delaware Limited Partnership and the owner
11 and operator of an industry, business and/or facility doing business in the State of California.

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

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

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

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

25 11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
26 wrongs, complaints, injuries and/or damages alleged in this Complaint.

27 CLASS ALLEGATIONS

1 12. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
2 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
3 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

4 All nonexempt employees who have or continue to work for Defendant in
5 California from February 2, 2018 to the present.

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

9 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
10 is impracticable under the circumstances of this case. While the exact number of class
11 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
12 Defendants have employed as many as fifty (50) individuals falling within the above
13 stated class definition throughout the State of California during the applicable statute of
14 limitations, who were subjected to the policies and practices outlined in this Complaint.
15 As such, joinder of all members of the putative class is not practicable.

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

- 20 (1) Whether Defendants failed to pay employees for all hours worked by requiring
21 pre-shift work donning required uniforms;
- 22 (2) Whether Defendants failed to pay employees for all hours worked by required
23 employees to fill out paperwork, complete tests, and review policies unpaid
24 before the first day of work;
- 25 (3) Whether Defendants properly calculated the regular rate of pay for overtime and
26 premium pay purposes;
- 27 (4) Whether Defendants failed to provide duty free meal periods;
- 28 (5) Whether Defendants failed to provide duty free rest periods;

- 1 (6) Whether Defendants required Plaintiff and similarly situated employees to use
2 their personal cell phones for work purposes;
3 (7) Whether as a result of Defendants' policies and practices Plaintiffs and putative
4 class members received all wages, due and owing, at the time of their termination
5 or separation; and
6 (8) Whether Defendants provided Plaintiffs and putative class members with wage
7 statements that complied with Labor Code section 226.

8 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
9 class. The putative class also sustained damages arising out of Defendants' common
10 course of conduct in violation of the law as complained of herein. Plaintiff and all
11 members of the putative class were non-exempt employees who were required to work
12 off the clock, had their regular rate improperly calculated, were prevented from leaving
13 work premises or required to remain on duty for meal and rest periods and were required
14 to use their personal cell phones for work purposes. Additionally, Defendants issued
15 Plaintiff and all members of the putative class wage statements that did not comply with
16 Labor Code section 226. As a result, Plaintiff and each member of the putative class will
17 have suffered the same type of harm and seek the same type of recovery based on the
18 same legal theories.

19 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
20 putative class. For all relevant times, Plaintiff resided in California and worked for
21 Defendants in California. Moreover, Plaintiff is an adequate representative of the
22 putative class as Plaintiff has no interests that are adverse to those of putative class
23 members. Additionally, Plaintiff has retained counsel who has substantial experience in
24 complex civil litigation and wage and hour matters.

25 (e) Superiority: A class action is superior to other available means for the fair and efficient
26 adjudication of the controversy since individual joinder of all members of the putative
27 class is impracticable. Class action treatment will permit a larger number of similarly
28 situated persons to prosecute their common claims in a single forum simultaneously.

1 efficiently, and without the unnecessary duplication of effort and expense that numerous
2 individual actions would engender. Further, as damages suffered by each individual
3 member of the class may be relatively small, the expenses and burden of the individual
4 litigation would make it difficult or impossible for individual members of the class to
5 redress the wrongs done to them, and an important public interest will be served by
6 addressing the matter as a class action. The cost to the court system of adjudication of
7 such individualized litigation would be substantial. Individualized litigation would also
8 present the potential for inconsistent or contradictory judgments.

9 14. Plaintiff is unaware of any difficulties that are likely to be encountered in the
10 management of this action that would preclude its maintenance as a class action.

11 GENERAL ALLEGATIONS

12 15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully
13 set forth herein.

14 16. Plaintiff worked for Defendant as a Terminal Operator at its Elk Grove facility.
15 Defendant markets, sells, and distributes propane. Although Plaintiff's official start date was October 5,
16 2020, Defendants required Plaintiff to complete paperwork, tests, and review policies and procedures
17 before the official start date without pay. Defendant had a pattern and practice of requiring similarly
18 situated employees to complete new hire paperwork, relevant job testing, and policy review prior to
19 official start dates without pay.

20 17. Plaintiff and similarly situated employees typically worked forty (40) hours per week or
21 more, at eight (8) hours per day or more. Defendant failed to pay Plaintiff and other similarly situated
22 employees for all hours worked due to its failure to accurately document Plaintiff and similarly situated
23 employees actual arrival and departure times from work. Defendant required Plaintiff and similarly
24 situated employees to wear personal protective equipment ("PPE") that was kept in lockers at
25 Defendant's facilities. However, Defendant did not allow Plaintiff and similarly situated employees to
26 clock in until after they donned their PPE because Plaintiff and similarly situated employees had to be
27 ready to work immediately upon clocking in. It took Plaintiff and similarly situated employees
28 approximately five (5) to ten (10) minutes to don their PPE off-the-clock. This resulted in unpaid

1 minimum wages, unpaid overtime, and Defendant's keeping inaccurate time records of all hours
2 worked.

3 18. Defendant also failed to pay all overtime wages due by failing to properly calculate the
4 regular rate of pay. Defendant paid Plaintiff and similarly situated employees non-discretionary
5 remuneration in addition to their base hourly rate, including production bonuses, commissions, and/or on
6 call stipends. These additional amounts were not incorporated into the regular rate of pay calculating
7 overtime, meal and rest period premiums, and sick leave wages.

8 19. Further, Defendant failed to provide meal and rest periods to Plaintiff and similarly
9 situated employees in compliance with California law. Plaintiff and similarly situated employees were
10 not allowed to leave the premises or take off-duty meal and rest periods. Defendant's time records show
11 no meal periods being taken either for a first meal period or second meal period when Plaintiff and
12 similarly situated employees worked five (5) or ten (10) hours respectively. Defendant's required
13 Plaintiff to take on duty meal and rest periods, telling Plaintiff and similarly situated employees things
14 like "the plant comes first," "nothing comes before the plant," "the plant is your number one priority."
15 On the occasions that Plaintiff worked more than ten (10) to twelve (12) hours, Plaintiff was not
16 permitted to take a second duty-free meal break. Defendant also failed to provide Plaintiff and similarly
17 situated employees with duty free rest periods every four (4) hours or major action thereof.

18 20. Defendant also failed to reimburse Plaintiff and similarly situated employees for
19 expenses incurred on behalf of Defendant. Plaintiff and similarly situated employees regularly used
20 their personal cell phones to record their hours worked on an ADP app. Plaintiff and similarly situated
21 employees would also be called and/or texted by supervisors on their personal cell phones and have to
22 take pictures of relevant work issues and equipment on their personal cell phone. Plaintiff and similarly
23 situated employees were not reimbursed for the use of their personal cellphones for these purposes.

24 21. As a result of Defendant's failure to pay Plaintiff and similarly situated employees all
25 overtime wages, minimum wages, and meal and rest period premiums owed, the wage statements
26 Defendant issued were defective. Specifically, Defendant did not accurately list total hours worked,
27 wages due, and total missed meal and rest period premiums earned, and the corresponding rates of pay.

1 22. Finally, Defendant failed to pay Plaintiff and similarly situated employees for all regular
2 and overtime hours worked and failure to pay meal and rest period premiums, Defendant failed to
3 provide all final wages owed to Plaintiff and similarly situated employees within twenty-four (24) hours
4 of their termination or seventy-two (72) hours of their resignation.

5 **CAUSES OF ACTION**

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

9 23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully
10 set forth herein.

11 24. During the period Plaintiff was employed by Defendants, Defendants were required to
12 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
13 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
14 hours worked in excess of twelve (12) hours per day. See, e.g., IWC Wage Order No. 7, section (3)(A);
15 Cal. Lab. Code §§ 510, 1194.

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

20 26. Plaintiff and similarly situated employees were not exempt from overtime protections
21 employees under the California Wage Orders and Labor Code.

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

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO PAY MINIMUM WAGES**
27 **(As to all Defendants)**

28 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
set forth herein.

1 29. For the period preceding the filing of this Complaint, Defendants were required to
2 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
3 every hour worked. See MW-Order 2019; IWC Wage Order, No. 7, section 4(A); Cal. Lab. Code §
4 1194.

5 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
6 obligation to pay the minimum wage for each hour worked but failed to do so.

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

10 **THIRD CAUSE OF ACTION**
11 **MEAL PERIOD VIOLATIONS**
 (As to all Defendants)

12 32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
13 set forth herein.

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

16 34. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 7, section
17 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)
18 minutes for each work period of more than five (5) hours.

19 35. California Labor Code section 512 and Wage Order No. 7 section 11(B) further
20 provide that employers may not employ employees for a work period for more than ten (10) hours
21 per day without providing the employee with a second meal period of at least thirty (30) minutes.
22 However, if the total hours worked is no more than twelve (12) hours, the second meal period may
23 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one
24 (1) hour of pay at their regular rate of compensation for each meal period not provided.

25 36. Defendants employed Plaintiff and similarly situated employees for periods of more
26 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal
27 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more
28 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated

1 employees to take their first meal period before the completion of their fifth hour of work and failed
2 to allow Plaintiff and similarly situated employees to take their second meal period before the
3 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their
4 rights to all meal periods throughout their employment.

5 37. Defendants further failed to pay Plaintiff and similarly situated employees the
6 applicable meal period premiums for any such missed meal breaks.

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

10 **FOURTH CAUSE OF ACTION**
11 **REST PERIOD VIOLATIONS**
(As to all Defendants)

12 39. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 38 as though fully
13 set forth herein.

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

16 41. California Labor Code section 226.7 and Wage Order No. 7, section 12(A) require an
17 employer to provide a rest period of not less than ten (10) minutes for each work period of more than
18 four (4) hours or a major fraction thereof.

19 42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly
20 situated employees to take paid rest periods of at least ten (10) minutes for each work period that
21 they worked more than four (4) hours or a major fraction thereof.

22 43. Defendants further failed to pay Plaintiff and similarly situated employees the
23 applicable rest period premiums for any such missed rest periods.

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

27 **FIVE CAUSE OF ACTION**
28 **WAGE STATEMENT VIOLATIONS**
(As to all Defendants)

1 45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully
2 set forth herein.

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

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

27 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
28 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. The
paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
worked due to Defendants' policies and practices that resulted in off-the-clock work. Plaintiff and
similarly situated employees were not able to promptly and easily determine their total hours worked
from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered
confusion over whether they received all wages owed and were prevented from effectively
challenging information on their wage statements.

48. As a proximate result of Defendants' conduct, Plaintiff 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.

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

49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully set forth herein.

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

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

52. Plaintiff and similarly situated employees did not receive all wages, including 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.

53. 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.

54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated yet Defendants still refused to pay the remaining wages owed.

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

SEVEN CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully set forth herein.

1 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
2 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an
3 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

4 **NINTH OF ACTION**
5 **PRIVATE ATTORNEYS GENERAL ACT**
6 **(As to all Defendants)**

7 65. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 64 as though fully
8 set forth herein.

9 66. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
10 following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated
11 current and former employees:

- 12 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay
13 Overtime Wages)
- 14 • Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay
15 Minimum Wages)
- 16 • Violation of Labor Code § 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B)
17 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 18 • Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide
19 Rest Periods or Pay Premiums in Lieu Thereof)
- 20 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 21 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 22 • Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- 23 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
24 Work in Any Industrial Welfare Commission Order)
- 25 • Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- 26 • Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

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

6. As to the Fifth Cause of Action:

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

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

7. As to the Seventh Cause of Action:

a. An amount to be proven at trial;

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

8. For such other and further relief as this Court may deem just and proper, including, but not limited to:

a. Wages as proved at trial;

b. Injunctive and Declaratory relief;

c. Attorney's fees and costs as provided for by law; and

d. Interest.

9. As to the Ninth Cause of Action:

a. For civil penalties as provided in the Labor Code for each enumerated violation;

b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

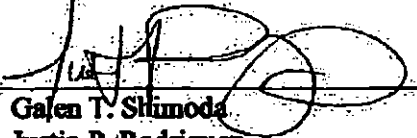
c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

Dated: May 16, 2022

Shimoda & Rodriguez Law, PC

By:


Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff

1 *Edwards v. Suburban Propane, L.P.*
2 *Sacramento County Superior Court of California 34-2022-00314949*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 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 June 3, 2022, I served the following documents on the party below:

- 9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Efthalia S. Rofos (SBN: 309065)
11 Armine Antonyan (SBN: 327220)
12 LEWIS BRISBOIS BISGAARD & SMITH LLP
13 650 Town Center Drive, Ste. 1400
14 Costa Mesa, CA 92626
15 Telephone: 714-545-9200
16 Facsimile: 714-850-1030
17 Email: Thalia.Rofos@lewisbrisbois.com
18 Armine.Antonyan@lewisbrisbois.com
19 Erica.Stanford@lewisbrisbois.com

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

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

[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.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on June 3, 2022, at Elk Grove, California.


Elias Tapia