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Class/Subclasses*

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

01/19/2023 at 09:54:00 AM

Clerk of the Superior Court
By Carolina Miranda, Deputy Clerk

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

SAMPSON DANQUAH, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiffs,

v.

AMENTUM SERVICES INC, a Delaware
corporation; and
DOES 1 through 100,
inclusive,

Defendant.

Case No. 37-2022-00014222-CU-OE-CTL

*Assigned for All Purposes to Hon. Eddie C.
Sturgeon in Dept. C-67*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR
DAMAGES**

Initial Complaint Filed April 15, 2022

- (1) Violation of California Labor Code §§
510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§
226.7 and 512(a) (Unpaid Meal Period
Premiums);
- (3) Violation of California Labor Code §
226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§
1194, 1197, and 1197.1 (Unpaid
Minimum Wages);

- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.;
- (11) Penalties Pursuant to California Labor Code § 2699(a) (Private Attorneys General Act); and
- (12) Penalties Pursuant to California Labor Code § 2699(f) (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

Plaintiff SAMPSON DANQUAH (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, complains and alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to the provisions of California Code of Civil Procedure section 382 and the Private Attorneys General Act (“PAGA”). The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market, so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of San Diego. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of San Diego.

PARTIES

5. Plaintiff SAMPSON DANQUAH is an individual residing in the State of California,
County of San Diego.

6. Defendant AMENTUM SERVICES, INC., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of San Diego.

7. At all relevant times, Defendant AMENTUM SERVICES, INC. was the “employer” of Plaintiff within the meaning of all applicable California laws and statutes.

8. At all times herein relevant, Defendants AMENTUM SERVICES, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE defendant herein.

9. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of the defendants

1 designated as a DOE is legally responsible for the events and happenings referred to in this Complaint,
2 and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in
3 this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and
4 capacities when the same have been ascertained.

5 10. Defendant AMENTUM SERVICES, INC. and DOES 1 through 100 will hereinafter
6 collectively be referred to as “Defendants.”

7 11. Plaintiff further alleges that Defendants directly or indirectly controlled or affected the
8 working conditions, wages, working hours, and conditions of employment of Plaintiff and the other
9 class members so as to make each of said Defendants employers liable under the statutory provisions
10 set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 12. Plaintiff brings this action on his own behalf and on behalf of all other members of the
13 general public similarly situated, and, thus, seeks class certification under California Code of Civil
14 Procedure section 382.

15 13. The proposed class is defined as follows:

16 **All current and former hourly-paid or non-exempt employees who worked for any**
17 **of the Defendants within the State of California at any time during the period from**
four years preceding the filing of this Complaint to final judgment and who reside
in California.

18 **Subclass A.** All class members who were required by Defendants to stay on
19 Defendants’ premises for rest breaks.

20 14. Plaintiff reserves the right to establish additional subclasses as appropriate.

21 15. The class is ascertainable and there is a well-defined community of interest in the
22 litigation:

- 23 a. Numerosity. The class members are so numerous that joinder of all class members is
24 impracticable. The membership of the entire class is unknown to Plaintiff at this time;
25 however, the class is estimated to be greater than fifty (50) individuals and the identity
26 of such membership is readily ascertainable by inspection of Defendants’ employment
27 records.

b. Typicality. Plaintiff's claims are typical of all other class members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy. Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

d. Superiority. A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.

e. Public Policy Considerations. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

a. Whether Defendants had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and

missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

- b. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- c. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- d. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- e. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- f. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- g. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- h. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- i. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- j. Whether Defendants' conduct was willful or reckless;
- k. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- l. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- m. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

1 17. At all times relevant to this action, Defendants employed Plaintiff and other persons as
2 hourly-paid or non-exempt employees within the State of California, including the County of San Diego.

3 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non- exempt
4 employee, from approximately December 20, 2019, to approximately January 10, 2022, in the State of
5 California, County of San Diego.

6 19. Defendants hired Plaintiff and the other class members, classified them as hourly-paid or
7 non-exempt employees, and failed to compensate them for all hours worked and missed meal periods
8 and/or rest breaks.

9 20. Defendants had the authority to hire and terminate Plaintiff and the other class members,
10 to set work rules and conditions governing Plaintiff's and the other class members' employment, and to
11 supervise their daily employment activities.

12 21. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and
13 the other class members' employment for them to be joint employers of Plaintiff and the other class
14 members.

15 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
16 members.

17 23. Defendants continue to employ hourly-paid or non-exempt employees within the State
18 of California.

19 24. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty
20 (40) hours in a week during their employment with Defendants.

21 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in
22 a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State
23 of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or
24 overtime wages earned and for missed meal periods and rest breaks in violation of California law.

25 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that Plaintiff and the other class members were entitled to receive certain wages for
27

1 overtime compensation and that they were not receiving accurate overtime compensation for all
2 overtime hours worked.

3 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
4 provide Plaintiff and the other class members all required rest and meal periods during the relevant time
5 period as required under the Industrial Welfare Commission Wage Orders
6 and thus they are entitled to any and all applicable penalties.

7 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that Plaintiff and the other class members were entitled to receive all meal periods
9 or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay
10 when a meal period was missed, and they did not receive all meal periods or payment of one additional
11 hour of pay at Plaintiff's and the other class member's regular rate of pay when a meal period was
12 missed.

13 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the other class members were entitled to receive all rest periods
15 or payment of one additional hour of pay at Plaintiff's and the other class member's regular rate of pay
16 when a rest period was missed, and they did not receive all rest periods or payment of one additional
17 hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

18 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that Plaintiff and the other class members were entitled to receive at least minimum
20 wages for compensation and that they were not receiving at least minimum wages for all hours worked.

21 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
22 should have known that Plaintiff and the other class members were entitled to receive all wages owed
23 to them upon discharge or resignation, including overtime and minimum wages and meal and rest period
24 premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge
25 or resignation.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff and the other class members were entitled to receive all wages owed
28

1 to them during their employment. Plaintiff and the other class members did
2 not receive payment of all wages, including overtime and minimum wages and meal and rest period
3 premiums, within any time permissible under California Labor Code section 204.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other class members were entitled to receive complete and
6 accurate wage statements in accordance with California law, but, in fact, they did not receive complete
7 and accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
8 include the total number of hours worked by Plaintiff and the other class members.

9 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and
11 the other class members in accordance with California law, but, in fact, did
12 not keep complete and accurate payroll records.

13 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the other class members were entitled to reimbursement for
15 necessary business-related expenses.

16 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
17 should have known that they had a duty to compensate Plaintiff and the other class members pursuant
18 to California law, and that Defendants had the financial ability to pay such compensation, but willfully,
19 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
20 members that they were properly denied wages, all in order to increase Defendants' profits.

21 37. During the relevant time period, Defendants failed to pay overtime wages to Plaintiff and
22 the other class members for all overtime hours worked. Plaintiff and the other class members were
23 required to work more than eight (8) hours per day and/or forty (40) hours per week without overtime
24 compensation for all overtime hours worked.

25 38. During the relevant time period, Defendants failed to provide all requisite uninterrupted
26 meal and rest periods to Plaintiff and the other class members.

27 / / /

39. During the relevant time period, Defendants failed to pay Plaintiff and the other class members at least minimum wages for all hours worked.

40. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages owed to them upon discharge or resignation.

41. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

42. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members.

43. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members.

44. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

45. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members pursuant to California law in order to increase Defendants' profits.

46. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

47. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 46, and each and every part thereof with the same force and effect as though fully set forth herein.

48. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

51. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiff and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

53. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other class members.

54. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

56. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 57. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a)
2 were applicable to Plaintiff's and the other class members' employment by Defendants.

3 58. At all relevant times, California Labor Code section 226.7 provides that no employer shall
4 require an employee to work during any meal or rest period mandated by an applicable order of the
5 California IWC.

6 59. At all relevant times, the applicable IWC Wage Order and California Labor Code section
7 512(a) provide that an employer may not require, cause or permit an employee to work for a work
8 period of more than five (5) hours per day without providing the employee with a meal period of not
9 less than thirty (30) minutes, except that if the total work period per day of the employee is no more
10 than six (6) hours, the meal period may be waived by mutual consent of both the employer and
11 employee.

12 60. At all relevant times, the applicable IWC Wage Order and California Labor Code section
13 512(a) further provide that an employer may not require, cause or permit an employee to work for a
14 work period of more than ten (10) hours per day without providing the employee with a second
15 uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is
16 no more than twelve (12) hours, the second meal period may be waived by mutual consent of the
17 employer and the employee only if the first meal period was not waived.

18 61. During the relevant time period, Plaintiff and the other class members who were scheduled
19 to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated
20 meal periods by mutual consent, were required to work for periods longer than five (5) hours without an
21 uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

22 62. During the relevant time period, Plaintiff and the other class members who were scheduled
23 to work for a period of time in excess of six (6) hours were required to work for periods longer than five
24 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

25 63. During the relevant time period, Defendants intentionally and willfully required Plaintiff
26 and the other class members to work during meal periods and failed to compensate Plaintiff and the
27 other class members the full meal period premium for work performed during meal periods.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

65. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

66. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

67. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 66, and each and every part thereof with the same force and effect as though fully set forth herein.

68. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

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

71. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

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80. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

82. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 81, and each and every part thereof with the same force and effect as though fully set forth herein.

83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

85. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

86. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue

1 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but
2 the wages shall not continue for more than thirty (30) days.

3 87. Plaintiff and the other class members are entitled to recover from Defendants the statutory
4 penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California
5 Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 204)**

8 **(Against AMENTUM SERVICES, INC. and DOES 1 through 100)**

9 88. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 87,
10 and each and every part thereof with the same force and effect as though fully set forth herein.

11 89. At all times herein set forth, California Labor Code section 204 provides that all wages
12 earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and payable
14 between the 16th and 26th day of the month during which the labor was performed.

15 90. At all times herein set forth, California Labor Code section 204 provides that all wages
16 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar
17 month, other than those wages due upon termination of an employee, are due and payable between the
18 1st and the 10th day of the following month.

19 91. At all times herein set forth, California Labor Code section 204 provides that all wages
20 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
21 regular payroll period.

22 92. During the relevant time period, Defendants intentionally and willfully failed to pay
23 Plaintiff and the other class members all wages due to them, within any time period permissible under
24 California Labor Code section 204.

25 93. Plaintiff and the other class members are entitled to recover all remedies available for
26 violations of California Labor Code section 204.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against AMENTUM SERVICES, INC. and DOES 1 through 100)**

4 94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 95. At all material times set forth herein, California Labor Code section 226(a) provides that
7 every employer shall furnish each of his or her employees an accurate itemized statement in writing
8 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
9 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
10 deductions, provided that all deductions made on written orders of the employee may be aggregated
11 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee
12 is paid, (7) the name of the employee and his or her social security number, (8) the name and address
13 of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period
14 and the corresponding number of hours worked at each hourly rate by the employee. The deductions
15 made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing
16 the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file
17 by the employer for at least three years at the place of employment or at a central location within the
18 State of California.

19 96. Defendants have intentionally and willfully failed to provide Plaintiff and the other class
20 members with complete and accurate wage statements. The deficiencies include but are not limited to
21 the failure to include the total number of hours worked by Plaintiff and the other class members.

22 97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
23 and the other class members have suffered injury and damage to their statutorily- protected rights.

24 98. More specifically, Plaintiff and the other class members have been injured by
25 Defendants' intentional and willful violation of California Labor Code section 226(a) because they were
26 denied both their legal right to receive, and their protected interest in receiving, accurate and itemized
27 wage statements pursuant to California Labor Code section 226(a).

99. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

100. Plaintiff and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

[Violation of California Labor Code § 1174(d)]

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

101. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 100, and each and every part thereof with the same force and effect as though fully set forth herein.

102. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years.

103. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other class members.

104. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff and the other class members have suffered injury and damage to their statutorily- protected rights.

105. More specifically, Plaintiff and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800, 2802)**

3 **(Against AMENTUM SERVICES, INC. and DOES 1 through 100)**

4 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 105,
5 and each and every part thereof with the same force and effect as though fully set forth herein.

6 107. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse
7 its employee for all necessary expenditures incurred by the employee in direct consequence of the
8 discharge of his or her job duties or in direct consequence of his or her obedience to the directions of
9 the employer.

10 108. Plaintiff and the other class members incurred necessary business-related expenses and
11 costs that were not fully reimbursed by Defendants.

12 109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other
13 class members for all necessary business-related expenses and costs.

14 110. Plaintiff and the other class members are entitled to recover from Defendants their
15 business-related expenses and costs incurred during the course and scope of their employment, plus
16 interest accrued from the date on which the employee incurred the necessary expenditures at the same
17 rate as judgments in civil actions in the State of California.

18 **TENTH CAUSE OF ACTION**

19 **(Violation of California Business & Professions Code §§ 17200 et seq.)**

20 **(Against AMENTUM SERVICES, INC. and DOES 1 through 100)**

21 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 110,
22 and each and every part thereof with the same force and effect as though fully set forth herein.

23 112. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
24 and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors.
25 Accordingly, Plaintiff seeks to enforce important rights affecting the public
26 interest within the meaning of Code of Civil Procedure section 1021.5.

1 113. Defendants’ activities as alleged herein are violations of California law, and constitute
2 unlawful business acts and practices in violation of California Business &
3 Professions Code section 17200, *et seq.*

4 114. A violation of California Business & Professions Code section 17200, *et seq.* may be
5 predicated on the violation of any state or federal law. In this instant case, Defendants’ policies and
6 practices of requiring employees, including Plaintiff and the other class members, to work overtime
7 without paying them proper compensation violate California Labor Code sections 510 and 1198.
8 Additionally, Defendants’ policies and practices of requiring employees, including Plaintiff and the
9 other class members, to work through their meal and rest periods without paying them proper
10 compensation violate California Labor Code sections 226.7 and 512(a). Defendants’ policies and
11 practices of failing to pay minimum wages violate California Labor Code sections 1194, 1197, and
12 1197.1. Moreover, Defendants’ policies and practices of failing to timely pay wages to Plaintiff and the
13 other class members violate California Labor Code sections 201, 202 and 204. Defendants also violated
14 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

15 115. As a result of the herein described violations of California law, Defendants unlawfully
16 gained an unfair advantage over other businesses.

17 116. Plaintiff and the other class members have been personally injured by Defendants’
18 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss
19 of money and/or property.

20 117. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and
21 the other class members are entitled to restitution of the wages withheld and retained by Defendants
22 during a period that commences four years preceding the filing of this action; an award of attorneys’
23 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an
24 award of costs.

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ELEVENTH CAUSE OF ACTION

[Penalties Pursuant to California Labor Code § 2699(a) (Private Attorneys General Act)]
(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

118. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 117, and each and every part thereof with the same force and effect as though fully set forth herein.

119. Section 2699(a) of the California Labor Code provides,

Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees. [Labor Code § 2699(a).]

120. Labor Code sections 201 and 202 require employers to immediately pay wages earned and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after he or she quits, at the latest.

121. Labor Code section 203 provides in relevant part:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. [Labor Code § 203.]

122. Labor Code section 256 provides, “The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.” Labor Code § 256.

123. Plaintiff seeks civil penalties pursuant to section 2699(a) for each failure by Defendant, as alleged above, to timely pay all wages owed to Plaintiff and the Aggrieved Employees in compliance with sections 201-202 in the amounts established by section 203. See Labor Code §§ 201-203, 2699(a) (*supra*). Plaintiff seeks such penalties as an alternative to the penalties available under section 203, as prayed for herein.

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1 124. Labor Code section 226(a) provides,

2 Every employer shall, semimonthly or at the time of each payment of wages, furnish
3 each of his or her employees, either as a detachable part of the check, draft, or voucher
4 paying the employee's wages, or separately when wages are paid by personal check or
5 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
6 hours worked by the employee, except for any employee whose compensation is solely
7 based on a salary and who is exempt from payment of overtime under subdivision (a) of
8 Section 515 or any applicable order of the Industrial Welfare Commission, (3) the
9 number of piece-rate units earned and any applicable piece rate if the employee is paid
10 on a piece-rate basis, (4) all deductions, provided that all deductions made on written
11 orders of the employee may be aggregated and shown as one item, (5) net wages earned,
12 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
13 employee and his or her social security number, (8) the name and address of the legal
14 entity that is the employer, and (9) all applicable hourly rates in effect during the pay
15 period and the corresponding number of hours worked at each hourly rate by the
16 employee. The deductions made from payments of wages shall be recorded in ink or
17 other indelible form, properly dated, showing the month, day, and year, and a copy of
18 the statement or a record of the deductions shall be kept on file by the employer for at
19 least four years at the place of employment or at a central location within the State of
20 California. [Labor Code § 226(a).]

21 125. Labor Code section 226.3 provides,

22 Any employer who violates subdivision (a) of Section 226 shall be subject to a civil
23 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in
24 an initial citation and one thousand dollars (\$1,000) per employee for each violation in a
25 subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the records required in subdivision (a) of Section
27 226. The civil penalties provided for in this section are in addition to any other penalty
28 provided by law. [Labor Code § 226.3.]

1 126. Plaintiff also seeks civil penalties pursuant to section 2699(a) for each failure by
2 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
3 statement in compliance with section 226(a) in the amounts established by section 226(e). Plaintiff
4 seeks such penalties as an alternative to the penalties available under section 226(e), as prayed for
5 herein. *See* Labor Code §§ 226, 2699 (*supra*).

6 127. Plaintiff also seeks civil penalties pursuant to Labor Code sections 225.5, 226.3, and
7 256. *See* Labor Code §§ 225.5, 226.3, 256.

8 128. Pursuant to Labor Code section 2699.3, subsections (a)(1) and (2), Plaintiff provided
9 the Labor and Workforce Development Agency (“LWDA”) with notice of her intention to file this
10 claim. Sixty-five calendar days have passed without notice from the LWDA. Plaintiff satisfied the
11 administrative prerequisites to commence this civil action in compliance with section 2699.3(a).

129. Plaintiff seeks the above-referenced penalties on behalf of the State, other Aggrieved Employees, and herself, as set forth in Labor Code section 2699.

130. Defendant is liable to Plaintiff, the putative Class, and the State of California for the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth herein. Therefore, Plaintiff and the putative Class request relief as set forth in this First Amended Complaint.

TWELFTH CAUSE OF ACTION

[Penalties Pursuant to California Labor Code § 2699(f) (Private Attorneys General Act)]

(Against AMENTUM SERVICES, INC. and DOES 1 through 100)

131. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 130, and each and every part thereof with the same force and effect as though fully set forth herein.

132. Labor Code section 2699(f) provides,

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. [Labor Code § 2699(f).]

133. Labor Code section 200 defines wages as “all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis or method of calculation.” Labor Code § 200.

134. Labor Code section 204(a) provides, “All wages ... earned by any person in any employment are due and payable twice during each calendar month [...]” Labor Code § 204(a).

135. IWC Wage Orders 3-2001(2)(G) defines hours worked as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

136. Labor Code section 1198 makes it unlawful for employers to employ employees under conditions that violate the Wage Order referenced above. See Labor Code § 1198.

137. Labor Code section 510 provides in relevant part,

1 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
2 workday and any work in excess of 40 hours in any one workweek and the first eight
3 hours worked on the seventh day of work in any one workweek shall be compensated at
4 the rate of no less than one and one-half times the regular rate of pay for an employee.
5 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
6 than twice the regular rate of pay for an employee. In addition, any work in excess of
7 eight hours on any seventh day of a workweek shall be compensated at the rate of no less
8 than twice the regular rate of pay of an employee. Nothing in this section requires an
9 employer to combine more than one rate of overtime compensation in order to calculate
10 the amount to be paid to an employee for any hour of overtime work. [Labor Code §
11 510.]

12 138. Labor Code § 1197 provides,

13 The minimum wage for employees fixed by the commission or by any applicable state
14 or local law, is the minimum wage to be paid to employees, and the payment of a lower
15 wage than the minimum so fixed is unlawful. This section does not change the
16 applicability of local minimum wage laws to any entity. [Labor Code § 1197.]

17 139. Labor Code § 1194 provides in relevant part,

18 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
19 than the legal minimum wage or the legal overtime compensation applicable to the
20 employee is entitled to recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest thereon, reasonable
22 attorney's fees, and costs of suit. [Labor Code § 1194.]

23 140. Labor Code sections 226.7 and 512 and IWC Wage Orders 3-2001 require Defendant to
24 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
25 Sections 226.7 and 512 and IWC Wage Orders 3-2001 prohibit employers from employing an
26 employee for more than five hours without a meal period of not less than thirty minutes, and from
27 employing an employee more than ten hours per day without providing the employee with a second
28 meal period of not less than thirty minutes. Section 226.7 and the applicable Wage Orders also require
employers to authorize and permit employees to take ten minutes of net rest time per four hours or
major fraction thereof of work, and to pay employees their full wages during those rest periods. Unless
the employee is relieved of all duty during the thirty-minute meal period and ten-minute rest period,
the employee is considered "on duty" and the meal period is counted as time worked under the
applicable wage orders. See Labor Code §§ 226.7, 512; IWC Wage Orders 3-2001.

141. To the extent than any violation alleged herein does not carry penalties under Labor
Code section 2699(a), Plaintiff seeks civil penalties pursuant to section for Plaintiff and Aggrieved
Employees each pay period in which he or she was aggrieved, in the amounts established by section

1 2699(f). Labor Code § 2699. Plaintiff seeks penalties pursuant to section 2699(f) for Plaintiff and
2 Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, sections
3 510, 1194, 201-203, 204, 226, 226.7, 512, and IWC Wage Orders 3-2001, and any other violation
4 alleged herein does not carry penalties under section 2699(a). (See Labor Code §§ 2699, 510, 1194,
5 201-203, 204, 226, 226.7, 512; IWC Wage Orders 3-2001.)

6 142. Pursuant to section 2699.3(a)(1)-(2), Plaintiff has provided the LWDA with notice of
7 his intention to file this claim. Sixty-five calendar days have passed without notice from the LWDA.
8 Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with
9 section 2699.3(a). Labor Code §§ 2699, 2699.3.

10 143. Plaintiff seeks the above-referenced penalties on behalf of the State, other Aggrieved
11 Employees, and himself as set forth in Labor Code section 2699(g)(1). *Id.*

12 144. Defendant is liable to Plaintiff, the putative Class, and the State of California for the
13 civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an award of
14 attorneys' fees and costs as set forth herein. Therefore, Plaintiff and the putative Class request relief as
15 set forth in this First Amended Complaint.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public
18 similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

19 **Class Certification**

- 20 1. That this action be certified as a class action;
21 2. That Plaintiff be appointed as the representative of the Class;
22 3. That counsel for Plaintiff be appointed as Class Counsel; and
23 4. That Defendants provide to Class Counsel immediately the names and most current/last
24 known contact information (address, e-mail and telephone numbers) of all class members.

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[illegible]

6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and

As to the Second Cause of Action

11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

13. For premium wages pursuant to California Labor Code section 226.7(c);

15. For reasonable attorneys' fees and costs of suit incurred herein; and

As to the Third Cause of Action

18. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and 29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

29. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

30. For all actual, consequential, and incidental losses and damages, according to proof;

31. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

33. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

34. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the other class members;

35. For all actual, consequential, and incidental losses and damages, according to proof;

36. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

37. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For statutory penalties pursuant to California Labor Code section 226(e);

41. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

42. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

- 1 44. For actual, consequential and incidental losses and damages, according to proof;
2 45. For statutory penalties pursuant to California Labor Code section 1174.5; and
3 46. For such other and further relief as the Court may deem just and proper.

4 **As to the Ninth Cause of Action**

5 47. That the Court declare, adjudge and decree that Defendants violated California Labor
6 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for
7 all necessary business-related expenses as required by California Labor
8 Code sections 2800 and 2802;

- 9 48. For actual, consequential and incidental losses and damages, according to proof;
10 49. For the imposition of civil penalties and/or statutory penalties;
11 50. For reasonable attorneys' fees and costs of suit incurred herein; and
12 51. For such other and further relief as the Court may deem just and proper.

13 **As to the Tenth Cause of Action**

14 52. That the Court decree, adjudge and decree that Defendants violated California Business
15 and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members
16 all overtime compensation due to them, failing to provide all meal and
17 rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff
18 and the other class members, failing to pay Plaintiff's and the other class members' wages timely as
19 required by California Labor Code section 201, 202 and 204 and by violating California Labor Code
20 sections 226(a), 1174(d), 2800 and 2802.

21 53. For restitution of unpaid wages to Plaintiff and all the other class members and all
22 prejudgment interest from the day such amounts were due and payable;

23 54. For the appointment of a receiver to receive, manage and distribute any and all funds
24 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
25 of violation of California Business and Professions Code sections
26 17200, et seq.;

1 55. For reasonable attorneys’ fees and costs of suit incurred herein pursuant to California
2 Code of Civil Procedure section 1021.5;

3 56. For injunctive relief to ensure compliance with this section, pursuant to California
4 Business and Professions Code sections 17200, et seq.; and

5 57. For such other and further relief as the Court may deem just and proper.

6 **As to the Eleventh and Twelfth Causes of Action**

7 58. For civil penalties pursuant to California Labor Code sections 2699(a), (f) (g), and 558,
8 costs/expenses, and attorneys’ fees for violation of California Labor Code sections 201-204, 226(a),
9 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

10 59. For such other and further relief as the Court may deem equitable and appropriate.

11
12 Dated: January 19, 2023

Respectfully Submitted,

13
14 

15 Carolyn H. Cottrell
16 Samantha A. Smith
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

17 *Attorneys for Plaintiff, the Putative Class, and on behalf*
18 *of the State of California and all Aggrieved Employees*

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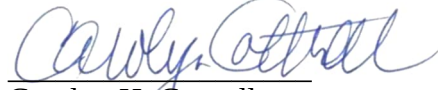
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury on all claims and issues for which Plaintiff is entitled
3 to a jury.

4
5 Dated: January 19, 2023

Respectfully Submitted,

6 

7 Carolyn H. Cottrell

Samantha A. Smith

8 **SCHNEIDER WALLACE**

COTTRELL KONECKY LLP

9 *Attorneys for Plaintiff, the Putative Class, and on behalf*
10 *of the State of California and all Aggrieved Employees*