

FILED
Superior Court Of California,
Sacramento
11/02/2022
jsroufe
By Deputy
Case Number:
34-2022-00317535

1 **BOKHOUR LAW GROUP, P.C.**
2 Mehrdad Bokhour, Esq., CA Bar No. 285256
3 *mehrdad@bokhourlaw.com*
4 Anwar D. Burton, Esq., CA Bar No. 253504
5 *anwar@bokhourlaw.com*
6 1901 Avenue of the Stars, Suite 450
7 Los Angeles, California 90067
8 Tel: (310) 975-1493; Fax: (310) 675-0861

6 **FALAKASSA LAW, P.C.**
7 Joshua S. Falakassa, CA Bar No. 295045
8 *josh@falakassalaw.com*
9 1901 Avenue of the Stars, Suite 450
10 Los Angeles, California 90067
11 Tel: (818) 456-6168; Fax: (888) 505-0868

10 Attorneys for Plaintiff and the Putative Classes

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

13 ARSENIO BARAJAS, on behalf of himself and
14 all others similarly situated,

15 Plaintiff,

16 v.

17 QUANEX HOMESHIELD, LLC, a Delaware
18 Limited Liability Company; and DOES 1-50,
19 inclusive.

20 Defendants.

CASE NO.: 34-2022-00317535

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

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) FAILURE TO PAY ALL SICK TIME;
- (4) FAILURE TO PAY ALL VESTED VACATION TIME;
- (5) MEAL PERIOD VIOLATIONS;
- (6) REST PERIOD VIOLATIONS;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES; and
- (9) UNFAIR COMPETITION
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff Arsenio Barajas (“Plaintiff”) on behalf of himself, the State of California, and all
2 other similarly situated non-exempt employees, alleges and complains of defendant Quanex
3 Homeshield, LLC, and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant Quanex Homeshield, LLC, is a manufacturer door screens, vinyl window
6 covers, frames, and a wide variety of other products. Plaintiff brings this class and PAGA
7 representative action against Defendant for alleged violations of the California Labor Code and
8 Business and Professions Code.

9 2. As set forth below, Plaintiff alleges that Defendants failed to pay for all hours worked
10 as a result of Defendants’ unlawful rounding/time-shaving policy and procedure. As a result of the
11 rounding/time-shaving policy/procedure, Plaintiff and other similarly situated employees were not
12 paid for all hours worked, including overtime. Plaintiff further alleges that Defendants failed to pay
13 all overtime compensation as a result of failing to properly calculate the “regular rate of pay” Plaintiff
14 further alleges that sick time was not paid at the legal rate, and that Defendants failed to pay all vested
15 and unused vacation time at the correct final rate. Moreover, Plaintiff alleges that Defendants’ meal
16 and rest period policies and practices did not provide him and all other similarly situated employees
17 with all compliant/timely meal and rest periods, or premium wages in lieu thereof. As a result,
18 Plaintiff alleges that Defendants failed to provide non-exempt employees with accurate written
19 itemized wage statements and failed to timely pay all final wages upon separation of employment.
20 Based on these alleged Labor Code violations, Plaintiff now brings this class and PAGA
21 representative action to recover unpaid wages, restitution, penalties, and other related relief on behalf
22 of himself and all others similarly situated.

23 **JURISDICTION AND VENUE**

24 3. Plaintiff, on behalf of himself and all others similarly situated employees hereby brings
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
26 203, 204, 210, 226, 226a, 226(e), 226.3, 226.7 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2698,
27 *et seq.*, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to
28 seeking declaratory relief and restitution pursuant to California Business and Professions Code §

1 17200, *et. seq.* This class action is brought pursuant to California Code of Civil Procedure § 382.

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

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

10 PARTIES

11 6. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a
12 California resident residing in the State of California. Defendants employed Plaintiff as a non-exempt
13 employee in Sacramento, California in the County of Sacramento.

14 7. Plaintiff is informed and believes and thereon alleges that defendant Quanex
15 Homeshield, LLC is a Delaware Limited Liability Company authorized to and doing business in
16 Sacramento, California, and is and/or was the legal employer of Plaintiff and the Class Members
17 during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or
18 practices complained of herein and has been deprived of the rights guaranteed to him by California
19 Labor Code §§ 201-203, 204, 210, 226, 226a, 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194,
20 1197.1, 1199, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage
21 Orders.

22 8. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
24 do) business in the State of California, County of Sacramento.

25 9. Plaintiff does not know the true names or capacities, whether individual, partner, or
26 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
27 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
28 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or
2 corporate, were responsible in some manner for the acts and omissions alleged herein, and
3 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices
4 alleged herein.

5 10. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
6 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all
7 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
8 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
9 them, were the agents, servants, and employees of each and every one of the other Defendants, as
10 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
11 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
12 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

13 11. At all times mentioned herein, Defendants, and each of them, were members of and
14 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
15 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
16 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
17 Classes.

18 **COMMON FACTUAL ALLEGATIONS**

19 12. Defendants are a manufacturer of door screens, vinyl window covers, frames, and a
20 wide variety of other products. Plaintiff is employed by Defendants as a non-exempt employee out
21 of its Sacramento, California location. Plaintiff began working as a production worker on
22 approximately September 13, 2021 and continues to be employed by Defendants. Plaintiff and other
23 non-exempt employees (including, but not limited to production associates, machine technicians,
24 machine operators, and other non-exempt positions) were responsible for all aspects of Defendants'
25 business in California.

26 13. At all relevant times, Plaintiff and other non-exempt employees regularly worked
27 various shifts, many of which were in excess of 8.0 hours in a workday and 40.0 hours in a workweek.
28 Plaintiff alleges that other non-exempt employees were also subjected to the same policies,

1 procedures, and practices, working conditions, and corresponding wage and hour violations to which
2 Plaintiff was subjected during his employment.

3 14. First, at all relevant times, Defendants have had a consistent practice of unevenly
4 rounding/shaving Plaintiff and other non-exempt employees' time entries. As a result of this practice,
5 Plaintiff and other non-exempt employees are not compensated for all the hours that they work and
6 all of the overtime hours they work, in violation of Cal. Labor Code §§ 204, 510, 1194, 1197.1, 1199,
7 and applicable Wage Orders.

8 15. The Court in *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907,
9 held that rounding time policies can be lawful, "if the rounding policy is fair and neutral on its face
10 and 'it is used in such a manner that it will not result, over a period of time, in failure to compensate
11 the employees properly for all the time they have actually worked,' (29 C.F.R. § 785.48; see DLSE
12 Manual, supra, §§ 47.1, 47.2)."

13 16. Here, Defendants' rounding time policy is not neutral on its face as Plaintiff and other
14 non-exempt employees are subject to discipline, including termination for being tardy in reporting to
15 work, or returning from a meal or rest period. Moreover, because Defendants are capable of tracking
16 the time worked by non-exempt employees to the minute, the policy itself exists not for the
17 convenience or benefit of the employees who are trying to report their time on timecards or otherwise,
18 but for Defendants' benefit. As a result, the policy is not neutral on its face, and over a period of time,
19 Plaintiff and other non-exempt were not properly paid for all hours worked in violation of Cal. Labor
20 Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders. Further, as a result of the
21 unlawful rounding policy, Plaintiff and other non-exempt employees were not properly paid at the
22 correct overtime rate for hours worked in excess of eight hours per shift.

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

1 underpaid regardless of whether the initial violation is intentionally committed.

2 18. As set forth above, Defendants failed to compensate Plaintiff and other non-exempt
3 employees for all hours worked because of its uneven and unlawful rounding time policy.
4 Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees are entitled
5 to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these same factual
6 allegations, Plaintiff and the other non-exempt employees are entitled to penalties under Labor Code
7 § 1199.

8 19. Furthermore, Plaintiff and other non-exempt employees were not properly paid at the
9 correct overtime rate for all hours worked in excess of eight (8) hours per workday and/or forty (40)
10 hours per workweek. While Plaintiff and other non-exempt employees regularly worked overtime
11 hours, they were not compensated at one and one-half times their “regular rate of pay” because
12 Defendants failed to include all forms of compensation, including but not limited to, non-
13 discretionary bonuses and other forms of non-hourly remuneration when calculating the “regular rate
14 of pay” used in payment of overtime wages.

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

23 21. Labor Code § 510 requires an employer to compensate an employee who works more
24 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
25 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
26 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
27 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
28 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the

1 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
2 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
3 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

4 22. By their policy of requiring Plaintiff and the other non-exempt employees to work in
5 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
6 them at the rate of one-half (1 1/2) their regular rate of pay, and twice the regular rate for shifts more
7 than twelve (12) hours, Defendants willfully violated the provisions of Labor Code § 510 and the
8 applicable Wage Orders.

9 23. Accordingly, to the extent permitted by law, Plaintiff and other non-exempt employees
10 are entitled to recover liquidated damages for violations of Labor Code § 1197.1. Based upon these
11 same factual allegations, Plaintiff and the other non-exempt employees are entitled to unpaid overtime
12 wages and penalties under Labor Code § 1199.

13 24. Moreover, pursuant to Labor Code § § 246(a),(b), "[a]n employee who, on or after July
14 1, 2015, works in California for the same employer for 30 or more days within a year from the
15 commencement of employment is entitled to paid sick days. . . at the rate of not less than one hour
16 per every 30 hours worked, beginning at the commencement of employment." In addition, Labor
17 Code § 246(l)(1) provides that paid sick time for non-exempt employees must be "calculated in the
18 same manner as the regular rate of pay for the workweek in which the employee uses paid sick time,
19 whether or not the employee actually works overtime in that workweek." Additionally, Labor Code
20 § 246(l)(2) states that the paid sick time must be "calculated by dividing the employee's total wages,
21 not including overtime premium pay, by the employee's total hours worked in the full pay periods of
22 the prior 90 days of employment." Finally, Labor Code §246(i) requires employers to "provide an
23 employee with written notice that sets forth the amount of paid sick leave available, or paid time off
24 leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage
25 statement described in Section 226 or in a separate writing provided on the designated pay date with
26 the employee's payment of wages."

27 25. Here, at all relevant times, Defendants failed in their obligation to provide Plaintiff and
28 other non-exempt employees the legally required paid sick days at the legal rate, including all forms

1 of compensation, pursuant to Labor Code §§ 246(a),(b). Defendants paid sick time below the “regular
2 rate of pay” in violation of Labor Code §§ 246(l)(1-2).

3 26. Based on the foregoing Labor Code violations, Plaintiff seeks unpaid wages and all
4 civil/statutory penalties available and applicable under Labor Code §§ 246, 558, 1194.2, 1197.1,
5 1198, and 1199.

6 27. Furthermore, Labor Code section 227.3 provides that whenever a contract of
7 employment or employer policy provides for paid vacations, and an employee is separated without
8 having used his or her vested vacation time, all vested vacation shall be paid as wages at their final
9 rate in accordance with such contract of employment or employer policy respecting eligibility or time.
10 At all relevant times, Defendants maintained such a paid vacation policy, yet Defendants failed to
11 pay all vacation time to the non-exempt employees at their respective final rates of pay at their time
12 of separation. As such, Defendants have violated Labor Code § 227.3.

13 28. Next, at all relevant times, Plaintiff and other non-exempt employees were denied
14 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
15 Defendants’ uniform meal period policies/practices and work demands, Plaintiff and other non-
16 exempt employees were often unable to take uninterrupted 30-minute first meal periods before the
17 end of the fifth hour of work. Further, when Plaintiff and other non-exempt employees worked in
18 excess of 10.0 hours in a shift, they were not allowed and permitted to take a mandated second meal
19 period before the end of the tenth hour of work in violation of the Labor Code and applicable Wage
20 Orders. Additionally, Plaintiff and other non-exempt employees were not properly paid all meal
21 period premiums for missed or non-compliant meal periods at the “regular rate of pay” pursuant to
22 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 (“*Ferra*”).

23 29. Each time Plaintiff and other non-exempt employees were not provided a legally
24 compliant meal period, Defendants also failed to provide meal period premiums for missed or non-
25 compliant meal periods at the “regular rate of pay” as required by Labor Code § 226.7 and *Ferra*.

26 30. Accordingly, due to Defendants’ uniform meal period practices, Plaintiff and other
27 non-exempt employees were also regularly denied legally compliant meal periods in violation of
28 Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

1 31. Likewise, at all relevant times, Plaintiff and other non-exempt employees were also
2 not provided with all 10-minute rest periods for every four hours worked, or major fraction thereof
3 due to the uniform rest period policies/practices and work demands of Defendants. As a result,
4 Plaintiff and other non-exempt employees were and are routinely unable to take a net 10-minute duty
5 free rest periods for every major fraction of four hours worked. This includes a second rest period for
6 shifts in excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

7 32. By not relieving all non-exempt employees of all duties during rest periods, Defendants
8 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
9 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
10 duties and relinquish control over how employees spend their time.”]. In *Augustus*, the California
11 Supreme Court expressly rejected the employers’ assertion that it could provide an on-duty rest period
12 to employees who worked as security guards and further explained “that employers [must] relinquish
13 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*
14 at 273.

15 33. Each time Plaintiff and other non-exempt employees were unable to take a compliant
16 rest period, Defendants failed and continue to fail to adequately pay rest period premium payments
17 at the “regular rate of pay” as required by Labor Code § 226.7. Accordingly, due to Defendants’
18 uniform rest period policies/practices, Plaintiff and other non-exempt employees were also regularly
19 denied legally compliant rest breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage
20 Orders.

21 34. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for
22 all hours they were subject to the control of Defendants, including all minimum and overtime wages,
23 all sick time and vacation time, and failure to adequately pay for meal and rest period premiums at
24 the “regular rate of pay”, Defendants issued wage statements which failed to accurately identify the
25 gross wages earned, the total hours worked, the net wages earned, and the correct corresponding
26 number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

27 35. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
3 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

4 36. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
5 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants’ violations of
6 Labor Code § 226(a). As such, the wage statements Defendants issued to Plaintiff and other non-
7 exempt employees are in violation of Labor Code § 226(a). Thus, Defendants have violated Labor
8 Code §226(a) with respect to Plaintiff and other non-exempt employees. Consequently, because
9 Defendants failed to comply with Labor Code § 226(a), Plaintiff and other non-exempt employees
10 would be entitled to recover penalties under Labor Code §§ 226(e).

11 37. Finally, because of, Defendants’ failure to pay all minimum wages, their failure to pay
12 all overtime wages, sick time, and meal and rest period premiums at the “regular rate of pay”, as well
13 as pay all vested and unused vacation time at the correct final rate, Defendants also failed and continue
14 to fail to pay non-exempt employees all wages owed at their time of separation from employment in
15 violation of Labor Code §§ 201-203. Thus, non-exempt employees would be entitled to recover
16 penalties under Labor Code §§ 201-203, and 256.

17 **CLASS ACTION ALLEGATIONS**

18 38. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
19 § 382 of the Code of Civil Procedure:

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

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

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

28 All employees who worked for Defendants in California,
and who left their employ during the three years immediately

preceding the filing of the Complaint through the date of trial.
("Waiting Time Penalty Subclass")

(collectively "the Classes")

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

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

1. Whether Defendants' rounding/time-shaving policy/practice resulted in a failure to pay for all hours worked to the members of the Class;
2. Whether Defendants paid overtime at the correct regular rate including all forms of compensation to members of the Overtime Subclass;
3. Whether Defendants paid sick time at the correct regular rate including all forms of compensation to members of the Class;
4. Whether Defendants paid all vested and unused vacation time at the correct final rate to members of the Class;
5. Whether Defendants provided legally compliant meal and rest periods or proper compensation in lieu thereof to members of the Class;
6. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and
7. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful.

41. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices applicable to each individual class member, such as Defendants' rounding/time-
3 shaving policy/practice, Defendants' failure to pay overtime at the correct "regular rate" including all
4 forms of compensation, Defendants' failure to pay sick time at the correct "regular rate" including all
5 forms of compensation, Defendants' failure to pay all vested and unused vacation time at the correct
6 final rate, Defendants' uniform policy of failing to provide all compliant meal and rest periods or
7 adequate compensation in lieu thereof, Defendants' resulting failure to provide accurate itemized
8 wage statements, and to pay for all wages due upon separation of employment. As such, the common
9 questions predominate over individual questions concerning each individual class member's showing
10 as to his or her eligibility for recovery or as to the amount of his or her damages.

11 42. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
12 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
13 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
14 Plaintiff, like the members of the Classes was deprived of minimum and overtime wages, deprived
15 of sick time paid at the correct regular rate, deprived of vested and unused vacation pay at the correct
16 final rate, was deprived of meal and rest period premium wages, was subject to Defendants' uniform
17 meal and rest period policies/practices, and was not provided accurate itemized wage statements.

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

24 44. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
25 important public interest in establishing minimum working conditions and standards in California.
26 These laws and labor standards protect the average working employee from exploitation by
27 employers who have the responsibility to follow the laws and who may seek to take advantage of
28 superior economic and bargaining power in setting onerous terms and conditions of employment. The

1 nature of this action and the format of laws available to Plaintiff and members of the Classes make
2 the class action format a particularly efficient and appropriate procedure to redress the violations
3 alleged herein. If each employee were required to file an individual lawsuit, Defendants would
4 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the
5 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

6 45. Moreover, requiring each member of the Classes to pursue an individual remedy would
7 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
8 against their former and/or current employer for real and justifiable fear of retaliation and permanent
9 damages to their careers at subsequent employment. Further, the prosecution of separate actions by
10 the individual class members, even if possible, would create a substantial risk of inconsistent or
11 varying verdicts or adjudications with respect to the individual class members against Defendants
12 herein; and which would establish potentially incompatible standards of conduct for Defendants;
13 and/or legal determinations with respect to individual class members which would, as a practical
14 matter, be dispositive of the interest of the other class members not parties to adjudications or which
15 would substantially impair or impede the ability of the class members to protect their interests.
16 Further, the claims of the individual members of the class are not sufficiently large to warrant
17 vigorous individual prosecution considering all of the concomitant costs and expenses attending
18 thereto. As such, the Classes identified in Paragraph 38 are maintainable as Classes under § 382 of
19 the Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **MINIMUM WAGE VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 47. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
25 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts
26 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
27 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
28 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to

1 the unpaid wages and interest accrued thereon.

2 48. At all relevant times herein, Defendants failed to conform their pay practices to the
3 requirements of the law. This unlawful conduct includes but is not limited to Defendants'
4 rounding/time-shaving policy/practice, which resulted in these individuals not being paid for all hours
5 actually worked. Accordingly, Plaintiff and members of the Class were not compensated for all hours
6 worked including, but not limited to, all hours they were subject to the control of Defendants and/or
7 suffered or permitted to work under the California Labor Code and applicable Wage Orders.

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

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

18 51. Defendants' practice and uniform administration of corporate policy regarding illegal
19 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
20 of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including
21 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204,
22 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY ALL OVERTIME WAGES**

25 **(AGAINST ALL DEFENDANTS)**

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

27 53. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and
28 1198, which provides that non-exempt employees are entitled to overtime wages for all overtime

1 hours worked and provide a private right of action for the failure to pay all overtime compensation
2 for overtime work performed.

3 54. At all times relevant herein, Defendants were required to properly pay Plaintiff and
4 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
5 § 1194 and the applicable Wage Orders.

6 55. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
7 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
8 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
9 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
10 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
11 the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate
12 Plaintiff or members of the Classes at one and one-half times their regular rate of pay for such hours.

13 56. Defendants failed to conform their pay practices to the requirements of the law. This
14 unlawful conduct includes but is not limited to (1) Defendants’ rounding/time-shaving
15 policy/practice, and (2) failing to include all forms of compensation, including but not limited to shift
16 differentials and non-discretionary bonuses into the calculation of the “regular rate of pay,” both of
17 which resulted in Plaintiff and the Overtime Subclass not being paid all overtime wages owed.

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

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY ALL SICK TIME**

25 **(AGAINST ALL DEFENDANTS)**

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

27 59. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2,
28 1197.1, 1198, and 1199 which provide that “[a]n employee who, on or after July 1, 2015, works in

1 California for the same employer for 30 or more days within a year from the commencement of
2 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
3 worked, beginning at the commencement of employment.”

4 60. At all times relevant herein, Defendants were required to properly pay Plaintiff and
5 members of the Class for all sick time pursuant to California Labor Code § 246 and the applicable
6 Wage Orders.

7 61. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees
8 must be “calculated in the same manner as the regular rate of pay for the workweek in which the
9 employee uses paid sick time, whether or not the employee actually works overtime in that
10 workweek.” Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
11 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s
12 total hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code
13 §246(i) requires employers to “provide an employee with written notice that sets forth the amount
14 of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for
15 use on either the employee’s itemized wage statement described in Section 226 or in a separate
16 writing provided on the designated pay date with the employee’s payment of wages.”

17 62. Defendants failed in their obligation to provide Plaintiff and the Class the legally
18 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiff and the
19 members of the Class were not paid at the correct “regular rate,” and sometimes paid below their
20 base rate of pay.

21 63. The foregoing policies and practices are unlawful and create entitlement to recovery
22 by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including
23 interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246
24 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

25 **FOURTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL VACATION TIME**

27 **(AGAINST ALL DEFENDANTS)**

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

65. This cause of action is brought pursuant to Labor Code § 227.3 which provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is separated without having used his or her vested vacation time, all vested vacation shall be paid as wages at their final rate in accordance with such contract of employment or employer policy respecting eligibility or time.

66. At all relevant times, Defendants maintained such a paid vacation policy, yet Defendants failed to pay all vested and unused vacation time to the members of the Class at their respective final rates of pay at their time of separation. As such, Defendants have violated Labor Code § 227.3.

67. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 227.3, 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5

FIFTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

1 **SIXTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

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

8 73. Due to their unlawful rest period policy and practices, Defendants did not authorize
9 and permit Plaintiff and members of the Classes to take all rest periods to which they were legally
10 entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the
11 "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay for
12 each violation, in accordance with California Labor Code § 226.7.

13 74. The foregoing violations create an entitlement to recovery by Plaintiff and members
14 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
15 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
16 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

17 **SEVENTH CAUSE OF ACTION**

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

19 **(AGAINST ALL DEFENDANTS)**

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

21 76. Labor Code 226(a) states in pertinent part the following:

22 "(a) An employer, semimonthly or at the time of each payment of wages,
23 shall furnish to his or her employee, either as a detachable part of the check,
24 draft, or voucher paying the employee's wages, or separately if wages are
25 paid by personal check or cash, an accurate itemized statement in writing
26 showing (1) gross wages earned, (2) total hours worked by the employee,
27 except as provided in subdivision (j), (3) the number of piece-rate units
28 earned and any applicable piece rate if the employee is paid on a piece-rate
basis, (4) all deductions, provided that all deductions made on written orders
of the employee may be aggregated and shown as one item, (5) net wages
earned, (6) the inclusive dates of the period for which the employee is paid,

1 (7) the name of the employee and only the last four digits of his or her social
2 security number or an employee identification number other than a social
3 security number, (8) the name and address of the legal entity that is the
4 employer and, if the employer is a farm labor contractor, as defined in
5 subdivision (b) of Section 1682, the name and address of the legal entity that
6 secured the services of the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours worked
at each hourly rate by the employee. . .”

7 77. As set forth above, during the Class Period, Defendants issued and continue to issue
8 wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
9 which are inadequate under Labor Code Section 226(a).

10 78. As a result of Defendants failure to pay Plaintiff and the Wage Statement Subclass
11 for all regular and overtime wages, and missed meal and rest period premiums at the appropriate legal
12 rate, Defendants failed to include required information on Plaintiff and the Wage Statement Subclass’
13 wage statements, including, but not limited to, the gross wages earned, the net wages earned in
14 violation of Labor Code section 226(a)(1,2,5,9).

15 79. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
16 and intentional.

17 80. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiff
18 and members of the Wage Statement Subclass in violation of section 226(a) of the California
19 Labor Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an
20 initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate
21 penalty of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from
22 Defendants pursuant to section 226(e) of the Labor Code, costs, and reasonable attorneys’ fees.

23 **EIGHTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

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

27 82. The actionable period for this cause of action is three years prior to the filing of this
28 Complaint through the present, and on-going until the violation is corrected or the class is certified.

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

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

85. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked, including all minimum and overtime wages, sick time, vested and unused vacation time, and their meal and rest period premiums at the “regular rate of pay”, prior to or upon termination or separation from employment with Defendants as required by Labor Code §§ 201 and 202.

86. As a result, Defendants are liable to the Waiting Time Subclass for waiting time penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

88. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by, amongst other things, failing to pay for all hours worked, and overtime wages at the legal rate, by failing to provide all legally required meal and rest periods or pay premium payments at the regular rate of pay in lieu thereof, by failing to accurately pay all due sick and vacation pay, by failing to provide accurate wage statements, and by failing to pay all earned wages at the time of separation from employment.

89. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

1 Defendants' competitors who have been and/or are currently employing workers and attempting to
2 do so in honest compliance with applicable wage and hour laws.

3 90. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
4 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
5 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
6 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 91. The acts complained of herein occurred within the last four years immediately
8 preceding the filing of the Complaint in this action.

9 92. Plaintiff was compelled to retain the services of counsel to file this court action to
10 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
11 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
12 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
13 he is entitled to recover under Code of Civil Procedure § 1021.5.

14 **TENTH CAUSE OF ACTION**

15 **PRIVATE ATTORNEYS GENERAL ACT**

16 **(Labor Code § 2698 et seq.)**

17 **(AGAINST ALL DEFENDANTS)**

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

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

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

1 1198, and 1182.12

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

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

8 d. Failing to pay Plaintiff and other non-exempt employees all sick time in violation
9 of Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199;

10 e. Failure to pay Plaintiff and other non-exempt employees all vacation wages in
11 violation of Labor Code § 227.3;

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

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

16 95. On or about March 27, 2022, Plaintiff notified Quanex Homeshield, LLC via certified
17 mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website of
18 Defendant’s violations of the California Labor Code § 2698 et seq., with respect to violations of the
19 California Labor Code identified in Paragraph 94 (a)-(g). Now that sixty-five days have passed from
20 Plaintiff notifying Defendant and the LWDA of these violations, Plaintiff will have exhausted his
21 administrative requirements for bringing a claim under the Private Attorneys General Act with respect
22 to these violations.

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

1 **PRAYER FOR RELIEF**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order-appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, and 1194;
- 9 5. Upon the Second Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;
- 11 6. Upon the Third Cause of Action, for compensatory, consequential, general and
12 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and
13 1199;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code § 227.3, 1194.2, 1197.1, 1198, and 1199;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 18 9. Upon the Sixth Cause of Action, for compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 20 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and
21 reasonable costs and attorneys' fees;
- 22 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
23 Labor Code §§ 201-203;
- 24 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
25 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
26 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 27 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other non-
28 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code

1 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided under the Labor Code.

4 14. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
5 § 218.6 and Civil Code §§ 3287 and 3289;

6 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 218.5, 226, 1194, and Code of Civil Procedure § 1021.5; and

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

9 Dated: June 23, 2022

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

10
11
12 By: _____

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

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

5 On November 2, 2022, I served the following document(s) described as **FIRST**
6 **AMENDED CLASS ACTION AND PAGA COMPLAINT** on the interested parties in this action
by placing true copies thereof enclosed in sealed envelopes addressed as follows:

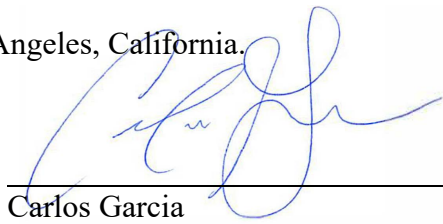
7
8 John F. Kuenstler, Esq.
John.kuenstler@btlaw.com
9 Caroline C. Dickey, Esq.
Caroline.dickey@btlaw.com
10 BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067

11 **Counsel for defendant Quanex**
12 **Homeshield, LLC**

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

16 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct.

17 Executed on November 2, 2022, at Los Angeles, California.

18
19 
20 Carlos Garcia
21
22
23
24
25
26
27
28