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8 *Attorneys for Plaintiff Norris Cagonot,*
9 *on behalf of himself and all others similarly situated*

ELECTRONICALLY FILED
Superior Court of California
County of Alameda

05/27/2022

Chad Finke, Executive Officer / Clerk of the Court

By: T. Pierce Deputy

10 SUPERIOR COURT OF CALIFORNIA

11 COUNTY OF ALAMEDA

12
13 NORRIS CAGONOT, on behalf of himself and all
14 others similarly situated,

15 Plaintiff,

16 vs.

17 ADVANCED STERILIZATION PRODUCTS
18 SERVICES, INC., and Does 1 through 50,
19 inclusive,

20 Defendants.

Case No.: 22CV008549

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1 Plaintiff Norris Cagonot (“Plaintiff”), by his attorney, brings this action on behalf of
2 himself and all others similarly situated, hereby allege as follows:

3 **SUMMARY OF CLAIMS**

4 1. This lawsuit alleges that Advanced Sterilization Products Services, Inc.
5 (“Defendant”), former subsidiaries of Johnson & Johnson and current subsidiaries of Fortive
6 Corporation, engaged in unlawful conduct by its: (1) failure to pay Plaintiff, and proposed class
7 members, all wages when due, in violation of California Labor Code sections 204, 510, and 1194;
8 (2) failure to maintain and provide accurate wage statements to Plaintiff, and proposed class
9 members, in violation of California Labor Code section 226; and, (3) failure to provide rest and
10 meal periods, as well as compensation for work without rest and meal periods, to Plaintiff, and
11 proposed class members, in violation of California Labor Code sections 226.7 and 512 and
12 applicable Industrial Welfare Commission Orders (“Wage Orders”). These failures further
13 constitute unfair business practices, in violation of California Business and Professions Code
14 section 17200, et. seq., and violations of California Labor Code section 2698, et. seq., the Private
15 Attorneys General Act of 2004 (“PAGA”), through which Plaintiff seeks civil penalties.

16 **JURISDICTIONAL ALLEGATIONS**

17 2. Defendant is, and at all relevant times was, a corporation doing business within the
18 State of California and is an employer under applicable Industrial Welfare Commission Wage
19 Orders. Defendant conducts business throughout the State of California, including in Alameda
20 County, California.

21 3. Venue is proper in the County of Alameda because Plaintiff, and similarly situated
22 employees, performed work for Defendant in the County of Alameda and the legal obligations of
23 Defendant to Plaintiff, and other similarly situated employees, was breached in the County of
24 Alameda.

25 4. The Alameda County California Superior Court has jurisdiction in this matter
26 because Plaintiff, and similarly situated employees, regularly worked for Defendant in California,
27 Defendant is qualified to do business in California, and Defendant regularly conducts business in
28 California, including in Alameda County. Further, there is no federal question at issue, as the

1 claims alleged herein are based solely on California law.

2 5. This action seeks relief for unremedied violations of California law, including, inter
3 alia, damages, restitution, penalties, interest, and attorneys' fees, as appropriate, to members of the
4 proposed class, aggrieved employees, and to victims of the practices at issue, who have not been
5 paid all wages due in violation of California Labor Code sections 201-204, 510, and 1194; who
6 have not been provided accurate wage statements in violation of California Labor Code section
7 226; and who were not provided rest and meal periods, as well as compensation for work without
8 rest and meal periods, in violation of California Labor code sections 226.7 and 512. Plaintiff is
9 informed and believes that the damages, restitution, penalties, interest, and attorneys' fees do not
10 exceed an aggregate of \$4,999,999.99 and that Plaintiff's individual claims do not exceed
11 \$74,999.99.

12 6. The names and capacities of defendants sued herein under California Code of Civil
13 Procedure section 474 as Does 1 through 50, inclusive, are presently not known to Plaintiff, who
14 therefore sues these defendants by such fictitious names. Plaintiff will seek to amend this
15 Complaint and include these Doe defendants' names and capacities when they are ascertained.
16 Each fictitiously named defendant is responsible in some manner for the conduct alleged herein
17 and for the injuries suffered by Plaintiff, the members of the proposed class, aggrieved employees,
18 and the general public.

19 7. At all times mentioned in the causes of action alleged herein, each and every
20 Defendant was an agent and/or employee of each and every other Defendant. In doing the things
21 alleged in the causes of action stated herein, each and every Defendant was acting within the
22 course and scope of this agency or employment and was acting with the consent, permission and
23 authorization of each of the remaining Defendants. All actions of each Defendant as alleged in the
24 causes of action stated herein were ratified and approved by every other Defendant or their
25 officers or managing agents.

26 **GENERAL ALLEGATIONS**

27 8. Plaintiff is a former employee of Defendant. Defendant hired Plaintiff in March of
28 2015 and employed him as a Field Service Engineer. Defendant's business consists of the sale of

1 medical instruments and equipment to medical facilities and the sale of tiered plans to service
2 medical instruments.

3 9. Field Service Engineers job duties include traveling to healthcare facilities to
4 maintain and service medical instruments and equipment covered by Defendant's service plans.
5 To perform this work, Defendant provided Field Service Engineers travel schedules, listing the
6 clients that Defendant expected the Field Service Engineers to service during any given day.
7 Defendant also required Field Service Engineers to keep detailed time sheets reflecting when Field
8 Service Engineers were en route to the client locations, when they were performing the
9 maintenance on the equipment or instrument, and when they performed other tasks. Defendant
10 expected Plaintiff, and proposed class members, to adhere to the schedule set by Defendant. This
11 schedule required Plaintiff, and proposed class members, to travel to multiple medical facilities in
12 one day. Given the schedule set by Defendant, Plaintiff, and proposed class members, were not
13 allowed to take rest or meal breaks. Defendant's records reflect when this occurred and the
14 limited circumstances when breaks were made available.

15 10. In addition to the schedules set by Defendant, the requirements imposed by the
16 clients precluded rest and meal breaks. Due to the numerous protective procedures in place at
17 health care facilities, before entering facilities to service equipment, Plaintiff, and proposed class
18 members, were required to don personal protective equipment ("PPE"), which included full
19 protective suits. Plaintiff, and proposed class members, would need to remove the PPE if they
20 were to take rest or meal breaks, and would then be required to again don the PPE when returning
21 to work. The medical facilities also had strict schedules as to when the equipment could be
22 serviced, allowing only set windows of time for such activities. The added complexity of medical
23 facilities' health requirements and the donning and doffing of PPE would increase the time needed
24 for Plaintiff, and proposed class members, to complete the servicing of medical equipment. Given
25 these requirements, the servicing of the medical equipment did not allow Plaintiff, and proposed
26 class members, time to take rest or meal breaks. Again, Defendant required Plaintiff, and
27 proposed class members, to keep detailed time records reflecting when the employees were
28 servicing the equipment or en route to other sites. These records reflect the limited circumstances

1 when, and if, Plaintiff, and proposed class members, took rest or meal breaks.

2 11. The combination of Defendant's scheduling, traveling between medical facilities,
3 medical facilities' requirements, the time-intensive work of servicing the medical equipment, and
4 the donning and doffing of PPE at medical facilities forced Plaintiff, and proposed class members,
5 to routinely work without required rest and meal breaks. Furthermore, Defendant failed to provide
6 Plaintiff, and proposed class members, with an additional hour of compensation for missed rest
7 and meal breaks. Plaintiff contends that these failures were in violation of California Labor Code
8 sections 226.7 and 512.

9 12. In addition to paying Field Service Engineers an hourly wage, Defendant also paid
10 the Field Service Engineers additional non-discretionary compensation. For example, Defendant
11 paid the Field Service Engineers SPIFFS to compensate Field Service Engineers, such as Plaintiff
12 and other similarly situated employees, for Periodic Maintenance performed on various
13 equipment. When Defendants calculated overtime and double time rates, Defendants did not
14 include the additional non-discretionary compensation when determining the regular rate of pay,
15 the first step in calculating overtime or double time rates. As such, when Defendant paid Field
16 Service Engineers overtime and double time, Defendant did not pay at the correct rate of pay, and
17 therefore did not pay Plaintiff and similarly situated employees all wages owed in violation of
18 Labor Code sections 201-204, 510, and 1194. In addition, Defendant did not include this
19 additional compensation when calculating the additional hour of compensation owed to Plaintiff
20 and similarly situated employees when the employees did not receive rest or meal breaks also in
21 violation of Labor Code section 226.7, 512, and IWC Wage Orders. See Ferra v. Loews
22 Hollywood Hotel, LLC, 11 Cal. 5th 858 (2021).

23 13. As a result of these failures, Defendant did not pay Plaintiff, and proposed class
24 members, with all wages due as required by California Labor Code sections 201-204, 226.7, 510,
25 512, and 1194. Furthermore, as the wage statements provided to Plaintiff, and proposed class
26 members, do not reflect the correct hourly rates of pay, the compensation for missed meal or rest
27 periods and the rates of such compensation, or all gross or net wages earned, Defendant failed to
28 provide accurate itemized statements in compliance with California Labor Code section 226.

14. Given the violations of the aforementioned California Labor Code sections and Wage Orders, Defendant is therefore liable for unfair business practices, in violation of California Business & Professions Code section 17200, et. seq.

15. Given the violations of the aforementioned California Labor Code sections and Wage Orders, Defendant is therefore liable for civil penalties set forth within, and authorized by, the PAGA, California Labor Code section 2698, et. seq.

CLASS ALLEGATIONS

16. Plaintiff brings this action on behalf himself, and all similarly situated Field Service Engineers who worked for Defendant in California during the four years preceding the filing of this complaint (the “proposed class”).

17. Because Defendant failed to pay Plaintiff all wages when due; failed to maintain and provide accurate wage statements to Plaintiff; and failed to provide Plaintiff rest and meal periods, as well as compensation for work without rest and meal periods, Plaintiff's claims are typical of the proposed class.

18. Plaintiff will fairly and adequately represent and protect the interests of the proposed class members in that he has no disabling conflicts of interest that would be antagonistic to those of the other proposed class members. Plaintiff retained counsel who is competent and experienced in the prosecution of class action wage and hour violations.

19. The proposed class is sufficiently numerous and the class members are geographically dispersed throughout California, the joinder of whom in one action is impracticable, such that the disposition of those claims in a class action will provide substantial benefits to both the parties and the Court.

20. There is a well-defined community of interest in the questions of law and fact involved affecting the parties to be represented. The questions of law and fact common to the proposed class predominate over questions that may affect individual class members, include but are not limited to the following:

(a) Whether Defendant implemented and engaged in a practice whereby Defendant failed to include all non-discretionary compensation when calculating overtime and double

1 time rates, and in the calculation of the additional hour of compensation owed for
2 missed rest and meal breaks;

3 (b) Whether Defendant implemented and engaged in a practice whereby Defendant failed
4 to pay proposed class members all wages due;

5 (c) Whether Defendant implemented and engaged in a practice whereby Defendant failed
6 to maintain and provide accurate wage statements to proposed class members;

7 (d) Whether Defendant implemented and engaged in a practice whereby Defendant failed
8 to provide proposed class members rest and meal periods, as well as compensation for
9 work without rest and meal periods; and

10 (e) Whether the practices of Defendant as alleged herein violated, inter alia, applicable
11 provisions of the California Labor Code, including but not limited to sections 204, 226,
12 226.7, 512, applicable Industrial Welfare Commission Orders, and California Business
13 and Professions Code section 17200, et seq., and the PAGA, California Labor Code
14 section 2698, et seq.

15 21. Plaintiff and members of the proposed class have all similarly suffered irreparable
16 harm and damages as a result of Defendant's unlawful and wrongful conduct, including but not
17 limited to Defendant's: failure to pay Plaintiff, and proposed class members, all wages when due;
18 failure to include all non-discretionary compensation when calculating overtime and double time
19 rates for Plaintiff and proposed class members; failure to maintain and provide accurate wage
20 statements to Plaintiff, and proposed class members; and failure to provide rest and meal periods,
21 as well as compensation for work without rest and meal periods, and to calculate such
22 compensation properly, to Plaintiff, and proposed class members. These issues are common to all
23 proposed class members, making class treatment especially appropriate. Because the actions of
24 Defendant towards proposed class members follow common patterns, all of which are reflected in
25 the records possessed by Defendant, this action will provide substantial benefits to all proposed
26 class members. Absent this action, Defendant's unlawful conduct will continue unremedied and
27 uncorrected.

1 **FIRST CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due: Cal. Lab. Code §§ 201-204, 510, 1194)**

3 22. Plaintiff, and proposed class members, incorporate by reference the allegations
4 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

5 23. Pursuant to California Labor Code section 204, “[a]ll wages...earned by any person
6 in any employment are due and payable twice during each calendar month.” California Labor
7 Code sections 201 and 202 provide when such payments must be made upon termination, and
8 section 203 provides penalties for the failure to make such timely payments at termination.

9 24. Plaintiff, and proposed class member’s, job duties included traveling to healthcare
10 facilities to maintain and service medical instruments covered by Defendant’s service plans.
11 Defendant expected Plaintiff, and proposed class members, to adhere to Defendant’s set schedule
12 when performing their job. This schedule did not allow Plaintiff, and proposed class members,
13 time to take all of the mandated rest or meal breaks.

14 25. Additionally, due to the numerous protective procedures in place at the health care
15 facilities, Plaintiff, and proposed class members, were required to don PPE, which included full
16 protective suits, when entering the facilities to service the medical equipment. The facilities also
17 had their own schedules as to when Plaintiff, and proposed class members, could service the
18 equipment. Plaintiff, and proposed class members, had to comply with all requirements of both
19 Defendant and Defendant’s client. To take any break, Plaintiff and proposed class members,
20 would need to remove the PPE and would then be required to again don the PPE when returning to
21 work. Once signed in, Plaintiff and proposed class members could not leave the facilities for
22 breaks.

23 26. The combination of Defendant’s scheduling, traveling between medical facilities,
24 the time intensive work of servicing the medical equipment, and the donning and doffing of PPE
25 at medical facilities forced Plaintiff, and proposed class members, to routinely go without required
26 rest and meal breaks. Defendant also required Plaintiff, and proposed class members, to keep
27 detailed time records. These records show when, and if, Plaintiff and proposed class members
28 were able to take any breaks. Defendant did not pay Plaintiff and proposed class members the

1 additional hour of compensation owed when Plaintiff and proposed class members did not receive
2 the required breaks. As a result of these failures, Defendant did not pay Plaintiff, and proposed
3 class members, with all wages due as required by California Labor Code sections 201-204, 510,
4 and 1194.

5 27. In addition to these failures, Defendant did not include all non-discretionary
6 compensation when calculating the regular rate of pay, the first step in calculating both overtime
7 and double time wages. As a result, the overtime and double time wages were too low, and
8 Defendant did not pay Plaintiff, and proposed class members, for all wages due as required by
9 California Labor Code sections 201-204, 510, and 1194.

10 28. Defendant also did not include all non-discretionary compensation when
11 calculating the additional hour of compensation owed to Plaintiff, and the proposed class, when
12 they did not receive rest or meal breaks. As such, any additional hour of compensation paid was
13 not at the appropriate rate, and was too low. As a result, Defendant did not pay Plaintiff, and
14 proposed class members, for all wages due as required by California Labor Code sections 201-
15 204, 510, and 1194.

16 29. Plaintiff, and proposed class members, are therefore entitled to the relief requested
17 below.

18 **SECOND CAUSE OF ACTION**
19 **(Failure to Provide Accurate Wage Statements:**
20 **Cal. Lab. Code § 226)**

21 30. Plaintiff, and proposed class members, incorporate by reference the allegations
22 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

23 31. Pursuant to California Labor Code section 226(a), every employer shall furnish
24 each of his or her employees an accurate and complete itemized wage statement in writing, that
25 contains 9 categories of information, including, but not limited to, the gross and net wages earned,
26 all applicable hourly rates in effect during the pay period, and the corresponding number of hours
27 worked at each hourly rate by the employee.

28 32. Defendant did not include all non-discretionary compensation when calculating the
regular rate of pay, the first step in calculating both overtime and double time wages. As a result,

1 Defendant did not set forth on the wage statement the correct hourly rates. Defendant also did not
2 set forth on the wage statement the correct hourly rate for the additional compensation due for
3 missed meal or rest breaks. Given Defendant did not properly calculate overtime, double time, or
4 meal and rest break compensation rates, the wage statements also do not set forth the gross or net
5 wages earned. Neither Plaintiff, nor the proposed class members, could promptly or easily
6 determine this information from the wage statements. Defendant knowingly and intentionally
7 failed to actually provide Plaintiff, and proposed class members, wage statements that included
8 accurate and complete gross and net wages earned, hourly rates, and the corresponding hours
9 worked at the proper rates of pay.

10 33. Pursuant to California Labor Code section 226(e), Plaintiff, and proposed class
11 members, are entitled to recover from Defendant the greater of their actual damages caused by
12 Defendant's failure to comply with California Labor Code section 226(a), or an aggregate penalty
13 not exceeding four thousand dollars (\$4,000) per employee.

14 34. Plaintiff, and proposed class members, are therefore entitled to the relief requested
15 below.

16 **THIRD CAUSE OF ACTION**
17 **(Failure to Provide Meal and Rest Periods:**
18 **Cal. Lab. Code §§ 226.7 and 512)**

19 35. Plaintiff, and proposed class members, are therefore entitled to the relief requested
20 below.

21 36. Pursuant to California Labor Code section 226.7(b), an "employer shall not require
22 an employee to work during a meal or rest or recovery period..." Section 226.7(c) provides that
23 "[i]f an employer fails to provide an employee a meal or rest or recovery period...the employer
24 shall pay the employee one additional hour of pay at the employee's regular rate of compensation
25 for each workday that the meal or rest or recovery period is not provided."

26 37. Pursuant to California Labor Code section 512(a), an "employer may not employ
27 an employee for a work period of more than five hours per day without providing the employee
28 with a meal period of not less than 30 minutes, except that if the total work period per day of the
employee is no more than six hours..."

1 38. Field Service Engineers, including Plaintiff, and proposed class members', job
2 duties include traveling to healthcare facilities to maintain and service medical instruments and
3 equipment covered by Defendant's service plans. To perform this work, Defendant provided Field
4 Service Engineers travel schedules, listing the clients that Defendant expected the Field Service
5 Engineers to service during any given day. Defendant also required Field Service Engineers to
6 keep detailed time sheets reflecting when Field Service Engineers were en route to the client
7 locations, when they were performing the maintenance on the equipment or instrument, and when
8 they performed other tasks. Defendant expected Plaintiff, and proposed class members, to adhere
9 to the schedule set by Defendant. This schedule required Plaintiff, and proposed class members, to
10 travel to multiple medical facilities in one day. Given the schedule set by Defendant, Plaintiff, and
11 proposed class members, were not allowed to take rest or meal breaks. Defendant's records reflect
12 when this occurred and the limited circumstances when breaks were made available.

13 39. In addition to the schedules set by Defendant, the requirements imposed by the
14 clients precluded rest and meal breaks. Due to the numerous protective procedures in place at
15 health care facilities, before entering facilities to service equipment, Plaintiff, and proposed class
16 members, were required to don personal protective equipment ("PPE"), which included full
17 protective suits. Plaintiff, and proposed class members, would need to remove the PPE if they
18 were to take rest or meal breaks, and would then be required to again don the PPE when returning
19 to work. The medical facilities also had strict schedules as to when the equipment could be
20 serviced, allowing only set windows of time for such activities. The added complexity of medical
21 facilities' health requirements and the donning and doffing of PPE would increase the time needed
22 for Plaintiff, and proposed class members, to complete the servicing of medical equipment. Given
23 these requirements, the servicing of the medical equipment did not allow Plaintiff, and proposed
24 class members, time to take rest or meal breaks. Again, Defendant required Plaintiff, and
25 proposed class members, to keep detailed time records reflecting when the employees were
26 servicing the equipment or en route to other sites. These records reflect the limited circumstances
27 when, and if, Plaintiff, and proposed class members, took rest or meal breaks.

28 40. The combination of Defendant's scheduling, traveling between medical facilities,

1 medical facilities' requirements, the time-intensive work of servicing the medical equipment, and
2 the donning and doffing of PPE at medical facilities forced Plaintiff, and proposed class members,
3 to routinely work without required rest and meal breaks. Furthermore, Defendant failed to provide
4 Plaintiff, and proposed class members, with an additional hour of compensation for missed rest
5 and meal breaks.

6 41. Defendant further failed to pay Plaintiff, and proposed class members, one
7 additional hour of pay at Plaintiff, and proposed class member's, regular rate of compensation for
8 each workday that Defendant failed to provide meal or rest period, in violation of California Labor
9 Code section 226.7. When/if Defendant paid an additional hour of compensation for a missed rest
10 or meal break, Defendant did not do so at the appropriate rate of pay, as Defendant did not include
11 all non-discretionary compensation when calculating the additional hour of compensation.

12 42. As a result of these failures, Plaintiff, and proposed class members, are entitled to
13 recover the additional hour of compensation for rest breaks as set forth in California Labor Code
14 sections 226.7(c) and pre-judgment interest on all amounts recovered for unpaid rest periods as set
15 forth in California Labor Code section 218.6.

16 43. Plaintiff, and proposed class members, are therefore entitled to the relief requested
17 below.

18 **FOURTH CAUSE OF ACTION**
19 **(Unlawful, Unfair And Fraudulent Business Practices:**
20 **Business & Professions Code § 17200, et seq.)**

21 44. Plaintiff, and proposed class members, incorporate by reference the allegations
22 contained in the foregoing paragraphs of this complaint as if fully set forth herein.

23 45. At all relevant times, California Business & Professions Code section 17200, et
24 seq., prohibited acts of unfair competition, defined as an "unlawful, unfair, or fraudulent business
25 act or practice."

26 46. The aforementioned policies, acts and practices described were and are unlawful
27 business acts or practices because Defendant (1) failed to pay Plaintiff, and proposed class
28 members, all wages when due, in violation of California Labor Code sections 201-204, 510, and
1194; (2) failed to maintain and provide accurate wage statements to Plaintiff, and proposed class

1 members, in violation of California Labor Code section 226; (3) failed to provide Plaintiff, and
2 proposed class members, with rest and meal periods, as well as compensation for work without
3 rest and meal periods, in violation of California Labor Code sections 226.7 and 512; violated
4 applicable California Labor Code sections, and Industrial Welfare Commission Wage Orders.
5 Plaintiff, and proposed class members, reserve the right to allege additional statutory and common
6 law violations by Defendant.

7 47. Further, the policies, acts or practices described herein were and are an unfair
8 business acts or practices because any justifications for Defendant's illegal and wrongful conduct
9 were and are vastly outweighed by the harm such conduct caused Plaintiff, and proposed class
10 members.

11 48. As a result of their unlawful and/or unfair and/or fraudulent acts, Defendant reaped
12 unfair benefits and illegal profits at the expense of Plaintiff, and proposed class members.
13 Defendant should be made to disgorge ill-gotten gains and provide restitution to Plaintiff, and
14 proposed class members, for the wrongfully withheld wages pursuant to Business and Professions
15 Code section 17203.

16 49. Accordingly, Plaintiff, and proposed class members, respectfully request that the
17 Court award judgment and relief in their favor, to provide restitution, and other types of equitable
18 relief.

19 50. Plaintiff, and proposed class members, are therefore entitled to the relief requested
20 below.

21 **FIFTH CAUSE OF ACTION**
22 **(Violations of the Private Attorneys General Act of 2004:**
23 **California Labor Code § 2698, et seq.)**

24 51. Plaintiff, and proposed class members, incorporate by reference the allegations
25 contained in the foregoing paragraphs of this complaint as if fully set forth herein

26 52. As set forth above, Defendant (1) failed to pay Plaintiff, and proposed class
27 members, all wages when due, in violation of California Labor Code sections 201-204, 510, and
28 1194; (2) failed to maintain and provide accurate wage statements to Plaintiff, and proposed class
members, in violation of California Labor Code section 226; and, (3) failed to provide Plaintiff,

and proposed class members, with rest and meal periods, as well as compensation for work without rest and meal periods, in violation of California Labor Code sections 226.7 and 512; and gives rise to statutory and civil penalties as a result of such conduct, including but not limited to penalties as provided by Labor Code sections 2698, 2699(f), 2699.3, and 2699.5, and applicable Industrial Welfare Commission Wage Orders. Plaintiff, and proposed class members, as aggrieved employees, hereby seek recovery of civil penalties as prescribed by the Private Attorney General Act of 2004 on behalf of themselves.

53. On March 15, 2022, Plaintiff exhausted his administrative remedies by filing a PAGA complaint with the California Department of Industrial Relations, alleging that Defendant violated the California Labor Code, by online submission through their website and by certified mail to Defendant Nationwide Mutual Insurance Company of Labor Code violations as prescribed by California Labor Code section 2699.3. Plaintiff has not received written notification by the LWDA of an intention to investigate the allegations set forth in Plaintiff's March 15, 2022, letter or written notice of cure by May 19, 2022, as prescribed by California Labor Code section 2699.3.

54. Plaintiff is entitled to recover attorneys' fees pursuant to Labor Code section 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE Plaintiff prays for judgment and relief as follows:

1. An order certifying that the action may be maintained as a class action;
2. Compensatory and statutory damages, penalties and restitution, as appropriate and available under each cause of action, in an amount to be proven at trial based on, inter alia, the unpaid balance of compensation Defendants owe;
3. Reasonable attorneys' fees pursuant to the California Labor Code, including sections 218.5, 1194, and 2699(g)(1);
4. Costs of this suit;
5. Pre- and post-judgment interest; and
6. Such other and further relief as the Court deems just and proper.
7. Plaintiff is informed and believe that the damages, back wages, restitution, value of

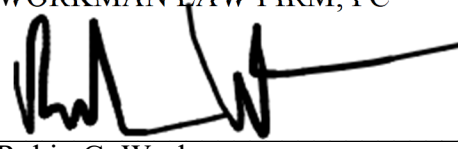
1 injunctive relief sought, penalties, interest and attorneys' fees do not exceed an
2 aggregate of \$4,999,999.99.

3
4 **JURY DEMAND**

5 Plaintiff hereby demands a trial by jury.

6
7 Date: May 27, 2022

WORKMAN LAW FIRM, PC

8
9 By: 

10 Robin G. Workman

11 *Attorneys for Plaintiff Norris Cagonot,*
12 *on behalf of himself and all others similarly*
13 *situated*
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1 **PROOF OF SERVICE**

2 I, Cheryl Porter, hereby declare:

3 I am employed in the City and County of San Francisco, California in the office of a
4 member of the bar of this court at whose direction the following service was made. I am over the
5 age of eighteen years and not a party to the within action. My business address is Workman Law
6 Firm, PC, 2325 3rd Street, Suite 329, San Francisco, California. My email address is
7 cheryl@workmanlawpc.com. I am personally and readily familiar with the business practice of
8 Workman Law Firm, PC for collection and transmission of documents for service via U.S. mail,
Facsimile, Federal Express or other overnight mail service, personal delivery, and electronic mail.
On the date and time set forth below, I served the following document(s) in the following
manners:

9 **FIRST AMENDED CLASS ACTION COMPLAINT**

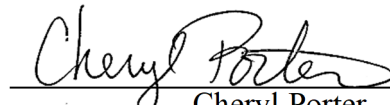
10 ☐ **BY U.S. MAIL.** By enclosing the document(s) in a sealed envelope addressed to the
11 person(s) set forth below, and placing the envelope for collection and mailing, following our
12 ordinary course business practices. On the same day that correspondence is placed for collection
13 and mailing, it is deposited in the ordinary course of business with the United States Postal
Service, in a sealed envelope with postage fully prepaid.

14 ☐ **BY OVERNIGHT DELIVERY.** By enclosing the document(s) in a sealed envelope or
15 package provided by an overnight delivery carrier with postage thereon fully prepaid. The
envelope(s) were addressed to the person(s) as set forth below.

16 ☒ **BY ELECTRONIC MAIL (EMAIL).** By sending the document(s) to the person(s) at the
17 email address(es) listed below. I did not receive a notification that delivery failed.

18 SEYFARTH SHAW LLP
19 Eric E. Hill ehill@seyfarth.com
20 Robin E. Devaux rdevaux@seyfarth.com
560 Mission Street, 31st Floor
San Francisco, California 94105

21 I declare under penalty of perjury under the laws of the United States and the State of
22 California that the foregoing is true and correct, and that this declaration was executed on May 27,
23 2022, at San Francisco, California.

24 
Cheryl Porter