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*Attorneys for Plaintiff, on behalf of the State
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

Assigned for All Purposes Judge Randall J. Sherman

PEDRO MERAZ-VALENCIA, on behalf of the
State of California, and Aggrieved Employees,

Plaintiff,

v.

WESTLAKE ROYAL ROOFING, LLC,

Defendants.

Case No.: 30-2022-01262267-CU-OE-CXC

**COMPLAINT FOR PENALTIES
PURSUANT TO SECTIONS 2699(a) and (f)
OF THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Pedro Meraz-Valencia, on behalf of the State of California and Aggrieved Employees
2 (collectively “Plaintiff”), complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this Labor Code Private Attorneys General Act (“PAGA”) enforcement
5 action against Defendant Westlake Royal Roofing, LLC (“Westlake”) on behalf of the State of
6 California to collect statutory penalties as a result of Defendant’s systematic violations of California
7 labor law with respect to Defendant’s non-exempt, hourly workers in California (the “Aggrieved
8 Employees”).

9 2. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly workers
10 who have worked for Defendant in California.¹

11 3. This action stems from Defendant’s policies and practices of (1) failing to compensate
12 Plaintiff and Aggrieved Employees for all hours worked; (2) failing to pay Plaintiff and Aggrieved
13 Employees all minimum wages owed; (3) failing to pay Plaintiff and Aggrieved Employees overtime
14 as required by law for hours worked over eight hours in a day and/or 40 hours in a week; (4) failing
15 to provide meal breaks to Plaintiff and Aggrieved Employees to which they are entitled by law and
16 failing to make premium payments for those non-compliant meal breaks; (5) failing to provide
17 Plaintiff and Aggrieved Employees accurate, itemized wage statements; and (6) failing to timely pay
18 Plaintiff and Aggrieved Employees full wages earned during employment and upon separation.

19 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
20 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
21 Private Attorneys General Act (“PAGA”).

22 **PARTIES**

23 5. Plaintiff and Aggrieved Employees are current and former non-exempt, hourly
24 employees who worked for Defendant as helpers, production workers, stackers, sheet loaders,
25 banders, unloaders, middlemen, samplers machine operators, sorter, forklift operators and other
26 positions performing similar job duties during all relevant times throughout California. Defendant

27 ¹ Although Plaintiff is a former employee, Aggrieved Employees include current and former
28 employees. For ease of discussion, the allegations herein are made in the present tense.

1 employs and/or employed Plaintiff and Aggrieved Employees.

2 6. Plaintiff is an individual over the age of eighteen, and at all times mentioned in this
3 Complaint was a resident of the State of California.

4 7. Plaintiff was employed by Defendant as a non-exempt helper from October 1, 2018, to
5 July 12, 2021. Plaintiff worked for Defendant in Lathrop, California.

6 8. Plaintiff is informed, believes, and thereon alleges that Westlake is a Delaware
7 corporation headquartered in Houston, Texas. Westlake is registered to do business in California, does
8 business in California and employs and/or employed hourly, non-exempt employees, including
9 Plaintiff and Aggrieved Employees throughout California. Westlake may be served with process by
10 serving its registered agent, National Registered Agents, Inc., 330 N Brand Blvd, Ste 700, Glendale,
11 California 91203.

12 9. Upon information and belief, Westlake is a nationwide manufacturer of clay and
13 concrete roof tiles. Westlake operates approximately 12 clay and concrete tile manufacturing plants
14 throughout the United States and Canada, including four plants located in Lathrop, Rialto, Irvine, and
15 French Camp, California. Plaintiff is informed, believes, and thereon alleges that Westlake Royal
16 employs hundreds of hourly, non-exempt workers similarly situated to Plaintiff in the State of
17 California.

18 10. Plaintiff is informed, believes, and thereon alleges, that Defendant is in some manner
19 intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and
20 transactions alleged herein.

21 11. At all relevant times, Defendant has done business under the laws of California, has had
22 places of business in California, including in this judicial district, and has employed Aggrieved
23 Employees in this judicial district. Defendant is a “person” as defined in Labor Code § 18 and
24 Business and Professions Code § 17201. Defendant is also an “employer” as that term is used in the
25 Labor Code and IWC Wage Orders.

26 12. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly or
27 indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work of
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1 Plaintiff and Aggrieved Employees.

2 **JURISDICTION AND VENUE**

3 13. Venue is proper in this County pursuant to Code of Civil Procedure §§ 393 and/or
4 395(a). Defendant conducts business and employs Aggrieved Employees in this County and therefore
5 the liability and the cause or some part of the cause arose in this County.

6 14. This Court has jurisdiction over Plaintiff's claims for penalties pursuant to the PAGA.
7 The Court also has jurisdiction over Defendant because it is a company authorized to do business in
8 the State of California, and because Defendant in fact does business and employs workers in the State
9 of California.

10 **FACTUAL ALLEGATIONS**

11 15. Plaintiff worked for Defendant as a helper in Lathrop, California from October 1, 2018,
12 to July 12, 2021. Plaintiff was classified as an hourly, non-exempt employee and was paid an hourly
13 rate that ranges from \$16.00 to \$19.00. On average, Plaintiff worked eight to 11 hours per shift, five
14 to six days per week. Plaintiff worked approximately 40 hours or more per week.

15 16. Like Mr. Meraz-Valencia, Aggrieved Employees are current and former non-exempt
16 employees of Defendant throughout California. Plaintiff is informed, believes, and thereon alleges
17 that Aggrieved Employees perform work similar to Plaintiff, in that they support Defendant's
18 operations of clay ad concrete tile manufacturing plants. Defendant paid Aggrieved Employees,
19 including Plaintiff, on an hourly rate basis.

20 17. Plaintiff is informed, believes, and thereon alleges that the policies and practices of
21 Defendant have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless
22 of particular job assignment or facility location in California.

23 18. Aggrieved Employees are required to follow and abide by common work, time, and pay
24 policies and procedures in the performance of their jobs and duties.

25 19. At the end of each pay period, Aggrieved Employees receive wages from Defendant that
26 are determined by common systems and methods that Defendant selects and controls.

27 20. Plaintiff worked more than eight (8) hours in a day and forty (40) hours in a week for at
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1 least one workweek during the one year before this Complaint was filed.

2 21. Upon information and belief, Aggrieved Employees worked more than eight hours per
3 day and more than 40 hours in at least one workweek during the one year before Plaintiff's PAGA
4 notice was submitted with the LWDA.

5 22. Defendant maintains a policy and/or practice of failing to properly compensate Plaintiff
6 and Aggrieved Employees for work performed while "off-the-clock". This includes but is not limited
7 to Defendant requiring Plaintiff and Aggrieved Employees to wait in line, undergo temperature checks
8 and answer COVID-19 screening questions prior to clocking in for the start of their shift. It takes
9 Plaintiff and Aggrieved Employees at least one minute and often longer to go through the line,
10 undergo such temperature checks, and answer the COVID-19 screening questions before being
11 permitted to clock in for the beginning of each shift. This time spent in temperature check lines,
12 undergoing temperature checks, and answering COVID-19 screening questions goes unrecorded and
13 therefore uncompensated.

14 23. Plaintiff and Aggrieved employees regularly work at least eight hours per day and 40
15 hours per week. However, Plaintiff and Aggrieved Employees do not receive overtime compensation
16 for time spent in temperature check lines, undergoing temperature checks, and answering COVID-19
17 screening questions when their hours worked are in excess of eight hours per day and 40 hours per
18 week.

19 24. As a result of Defendant's policies and practices, Plaintiff and Aggrieved Employees
20 have been denied payment for all hours worked, including minimum wage and overtime
21 compensation, in violation of the California Labor Code.

22 25. Plaintiff is informed, believes, and thereon alleges that Defendant's same temperature
23 checks and COVID-19 protocols apply to all Aggrieved Employees regardless of location and/or
24 assignment in California.

25 26. Defendant also regularly fails to provide Plaintiff and Aggrieved Employees with
26 timely, legally compliant meal breaks, yet Defendant does not provide Plaintiff and Aggrieved
27 Employees with premium pay for missed, late and/or interrupted meal breaks. Plaintiff and Aggrieved
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1 Employees are routinely denied compliant meal breaks for two reasons: (1) Plaintiff and Aggrieved
2 Employees are often too busy with work during the day to have time to take bone fide meal breaks;
3 and (2) Defendant is constantly understaffed and therefore Plaintiff and Aggrieved Employees must
4 skip meal breaks since no other employee is available to relieve them from their job duties.

5 27. When Plaintiff and Aggrieved Employees do attempt a meal break, such is untimely,
6 *i.e.*, does not occur before the fifth hour of work, and/or is interrupted. As a result, Plaintiff and
7 Aggrieved Employees are not provided duty-free, uninterrupted, and timely thirty-minute meal
8 periods during which they should be completely relieved of any duty, by the end of the fifth hour of
9 work.

10 28. Similarly, for each day Plaintiff and Aggrieved Employees work shifts of more than ten
11 hours, Defendant systematically denies Plaintiff and Aggrieved Employees a compliant second meal
12 break. Plaintiff and Aggrieved Employees also do not receive requisite premium payments for these
13 missed second meal breaks.

14 29. Plaintiff is informed, believes, and thereon alleges that the same meal period policies
15 and practices apply to all Aggrieved Employees regardless of location and/or assignment in
16 California.

17 30. Defendant's common course of wage-and-hour abuse includes routinely failing to
18 maintain true and accurate records of the hours worked by Plaintiff and Aggrieved Employees. As
19 outlined above, Defendant fail to record hours that Plaintiff and Aggrieved Employees work off-the-
20 clock, as well as non-compliant meal periods.

21 31. Defendant's failure to record all hours worked results in a failure to provide Plaintiff
22 and Aggrieved Employees with accurate wage statements as required by California law. The wage
23 statements Defendant provide are not accurate because they do not reflect all hours worked, including
24 overtime. Further, the wage statements are inaccurate because they do not include premium pay for
25 non-complaint meal periods in violation of California law.

26 32. Further, Defendant does not provide Plaintiff and Aggrieved Employees who are former
27 employees of Defendant with full payment of all wages owed upon separation from employment. At
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1 the time their employment ends, Plaintiff and Aggrieved Employees are owed wages for all time
2 worked, including overtime and premium pay for non-compliant meal breaks, whether their
3 termination was voluntary or involuntary; yet Defendant failed to provide Plaintiff and Aggrieved
4 Employees with such payments. As a result, and pursuant to the California Labor Code, Defendant is
5 subject to waiting time penalties.

6 33. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
7 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
8 Defendant's operations in California.

9 34. On information and belief, Defendant's conduct described above has occurred at all
10 relevant times and is ongoing.

11 **FIRST CAUSE OF ACTION**
12 **Penalties Pursuant to Labor Code § 2699(a)**
13 **(On Behalf of the State of California and Aggrieved Employees)**

14 35. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
15 herein.

16 36. Labor Code § 2699(a) provides:

17 "Notwithstanding any other provision of law, any provision of this code that provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards,
20 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
21 through a civil action brought by an aggrieved employee on behalf of himself or herself
22 and other current or former employees."

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

26 38. Labor Code § 203 provides, in relevant part:

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

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

3 40. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
4 Defendant, as alleged above, to timely pay all wages owed to Plaintiff and Aggrieved Employees in
5 compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code § 203.

6 41. Labor Code § 226(a) provides:

7 “Every employer shall, semimonthly or at the time of each payment of wages, furnish
8 each of his or her employees, either as a detachable part of the check, draft, or voucher
9 paying the employee's wages, or separately when wages are paid by personal check or
10 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
11 total hours worked by the employee, except for any employee whose compensation is
12 solely based on a salary and who is exempt from payment of overtime under
13 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
14 Commission, (3) the number of piece-rate units earned and any applicable piece rate
15 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, (7) the name of the employee and his or her social security number,
(8) the name and address of the legal entity that is 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.

16 42. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

17 An employee suffering injury as a result of a knowing and intentional failure by an
18 employer to comply with subdivision (a) is entitled to recover the greater of all actual
19 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
20 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to
an award of costs and reasonable attorney's fees.

21 43. Labor Code § 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
24 in an initial citation and one thousand dollars (\$1,000) per employee for each violation
25 in a subsequent citation, for which the employer fails to provide the employee a wage
deduction statement or fails to keep the records required in subdivision (a) of Section
26 226. The civil penalties provided for in this section are in addition to any other penalty
provided by law.”

27 44. Plaintiff seeks civil penalties pursuant to Labor Code § 2699(a) for each failure by
28 Defendant, as alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized

1 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
2 Code § 226.3. In addition, Plaintiff seeks penalties in the amount established by Cal. Lab. Code §
3 226(e)(1).

4 45. Pursuant to Labor Code § 2699.3(a)(1) and (2), on March 14, 2022, Plaintiff provided
5 the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this
6 claim. On the same day, Plaintiff served Defendant’s registered agent with a courtesy copy of the
7 notice via certified mail. At least sixty-five calendar days have passed without response from the
8 LWDA. As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in
9 compliance with § 2699.3(a).

10 46. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
11 Employees, and himself as set forth in Labor Code § 2699.

12 47. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
13 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
14 award of attorneys’ fees and costs as set forth below.

15 48. Wherefore, Plaintiff requests relief as hereinafter provided.

16 **SECOND CAUSE OF ACTION**
17 **Penalties Pursuant to Labor Code § 2699(f)**
18 **(On Behalf of the State of California and Aggrieved Employees)**

19 49. Plaintiff re-alleges and incorporates the foregoing paragraphs as though fully set forth
20 herein.

21 50. Labor Code § 2699(f) provides:

22 “For all provisions of this code except those for which a civil penalty is specifically
23 provided, there is established a civil penalty for a violation of these provisions, as
24 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.”

25 51. Labor Code § 200 defines wages as “all amounts for labor performed by employees of
26 every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
27 commission basis or method of calculation.”
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1 52. Labor Code § 204(a) provides that “[a]ll wages ... earned by any person in any
2 employment are due and payable twice during each calendar month....”

3 53. IWC Wage Orders 16-2001(2)(J) defines hours worked as “the time during which an
4 employee is subject to the control of an employer and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 54. Labor Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the Wage Order.

8 55. Labor Code § 510 provides, in relevant part:

9 Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one
10 workday and any work in excess of 40 hours in any one workweek and the first eight
11 hours worked on the seventh day of work in any one workweek shall be compensated
12 at the rate of no less than one and one-half times the regular rate of pay for an employee.
13 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
14 than twice the regular rate of pay for an employee. In addition, any work in excess of
15 eight hours on any seventh day of a workweek shall be compensated at the rate of no
16 less than twice the regular rate of pay of an employee. Nothing in this section requires
17 an employer to combine more than one rate of overtime compensation in order to
18 calculate the amount to be paid to an employee for any hour of overtime work.

19 56. Labor Code § 1182.12 provides, in relevant part:

20 (a) Notwithstanding any other provision of this part, on and after July 1, 2014, the
21 minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and
22 on and after January 1, 2016, the minimum wage for all industries shall be not less
23 than ten dollars (\$10) per hour.

24 (b) Notwithstanding subdivision (a), the minimum wage for all industries shall not
25 be less than the amounts set forth in this subdivision, except when the scheduled
26 increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).
27 (1) For any employer who employs 26 or more employees, the minimum wage shall
28 be as follows:

...
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(D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen
dollars (\$13) per hour.

(E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen
dollars (\$14) per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen
dollars (\$15) per hour.

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(3) For purposes of this subdivision, “employer” means any person who directly or
indirectly, or through an agent or any other person, employs or exercises control
over the wages, hours, or working conditions of any person. For purposes of this

subdivision, “employer” includes the state, political subdivisions of the state, and municipalities.

57. Labor Code § 1197 provides:

“The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.”

58. Labor Code § 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

59. Labor Code §§ 226.7 and 512 and IWC Wage Orders 16-2001 requires Defendant to authorize, permit, and/or make available timely and compliant meal periods to its employees. Labor Code §§ 226.7 and 512 and IWC Wage Order 16-2001 prohibit employers from employing an employee for more than five hours without a meal period of not less than thirty minutes, and from employing an employee more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes. Unless the employee is relieved of all duty during the thirty-minute meal period, the employee is considered “on duty” and the meal period is counted as time worked under the applicable wage orders.

60. To the extent than any violation alleged herein does not carry penalties under Labor Code § 2699(a), Plaintiff seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees each pay period in which he or she was aggrieved, in the amounts established by Labor Code § 2699(f). Plaintiff seeks penalties pursuant to Labor Code § 2699(f) for Plaintiff and Aggrieved Employees for violations of Labor Code provisions including, but not limited, to, Labor Code § 201-203, 204, 226, 226.7, 510, 512, 1182.12, 1194, 1197, 1198, IWC Wage Order 16-2001, and any other violation alleged herein does not carry penalties under Labor Code § 2699(a).

61. On March 14, 2022, pursuant to Labor Code § 2699.3(a)(1) and (2), Plaintiff served the California Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On the same day, Plaintiff served Defendant’s registered agent with a courtesy

1 copy of the notice via certified mail. Sixty-five calendar days have passed without notice from the
2 LWDA. As such, Plaintiff satisfied the administrative prerequisites to commence this civil action in
3 compliance with § 2699.3(a), (f).

4 62. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
5 Employees, and himself as set forth in Labor Code § 2699(g)(1).

6 63. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
7 the civil penalties set forth in this Complaint, with interest thereon. Plaintiff is also entitled to an
8 award of attorneys' fees and costs as set forth below.

9 64. Wherefore, Plaintiff requests relief as hereinafter provided.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff, on behalf of the State of California and Aggrieved Employees,
12 requests the following relief:

- 13 1. For the Court to declare, adjudge, and decree that Defendant has violated the
14 California Labor Code as alleged herein;
- 15 2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees
16 civil penalties provided for under the PAGA;
- 17 3. For an award of reasonable attorneys' fees s provided by the California Labor Code,
18 including Labor Code § 2699(g)(1), California Code of Civil Procedure § 1021.5,
19 and/or any other applicable law;
- 20 4. For all costs of suit, as provided in Labor Code § 2699(g)(1); and
- 21 5. For such other and further relief as this Court deems just and proper.

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Respectfully submitted,

Date: May 24, 2022



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Date: May 24, 2022

Carlie Cohen

*Attorneys for Plaintiff, on behalf of the State of
California and Aggrieved Employees*