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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

WILLIAM JAIMES and RICHARD SORIANO, individually and on behalf of the putative class and aggrieved employees,

Plaintiffs,

v.

Case No.: 25STCV12120

CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR:

CRAFT USA HOLDINGS, LLC, a Delaware limited liability company; ANHEUSER-BUSCH COMMERCIAL STRATEGY, LLC, a Delaware limited liability company; CUSTOM CALIFORNIA CRAFT BEER, LLC doing business as GOLDEN ROAD BREWING, a California limited liability company; and DOES 1- 50, inclusive,

Defendants.

1. **Failure to Pay Wages for All Hours Worked (Cal. Lab. Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Lab. Code §§ 204, 510, 558, 1194 and 1198);**
3. **Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512 and 558);**
4. **Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7 and 516);**
5. **Failure to Indemnify All Necessary Business Expenditures (Cal. Lab. Code § 2802);**
6. **Failure to Furnish Timely and Accurate Itemized Wage Statements (Cal. Lab. Code § 226 *et seq.*);**
7. **Failure to Timely Pay All Wages Upon Termination (Cal. Lab. Code §§ 201, 202 and 203);**
8. **Failure to Pay All Minimum Wages Owed (Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197 and 1197.1);**
9. **Failure to Pay Sick Pay Wages at the Correct Rate of Pay (Cal. Lab. Code § 246); and**
10. **Unfair Competition (Cal. Bus. & Prof. Code § 17200 *et seq.*);**

REPRESENTATIVE ACTION COMPLAINT FOR:

11. **Civil Penalties under the Private Attorneys General Act (Cal. Lab. Code §§ 2698-2699.5).**

UNLIMITED CIVIL CASE

JURY TRIAL DEMANDED

1. Plaintiffs WILLIAM JAIMES ("Jaimes") and RICHARD SORIANO ("Soriano") (together, "Plaintiffs"), individually and on behalf of all others similarly situated and aggrieved employees, hereby submit this First Amended Class Action and Representative Complaint against

Defendants CRAFT USA HOLDINGS, LLC, a Delaware limited liability company ("Craft"); ANHEUSER-BUSCH COMMERCIAL STRATEGY, LLC, a Delaware limited liability company ("Anheuser-Busch"); CUSTOM CALIFORNIA CRAFT BEER, LLC doing business as GOLDEN ROAD BREWING, a California limited liability company ("Golden Road"); and DOES 1 through 50, inclusive (collectively, "Defendants"), and each of them, and on information and belief alleges as follows:

INTRODUCTION

2. This is a class and representative action under California Code of Civil Procedure § 382 seeking damages for unpaid straight-time, overtime and minimum wages, failure to provide legally compliant meal and rest breaks, unpaid meal and rest period premium wages, failure to provide timely and accurate itemized wage statements, failure to reimburse necessary business expenditures, failure to pay sick pay wages at the correct rate of pay, penalties, interest, and other equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") §§ 201-204, 226(e), 226.2, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and Cal. Civ. Proc. Code § 1021.5, and restitution under California's Unfair Competition Law ("UCL"), Business & Professions Code §§ 17200 *et seq*., and civil penalties pursuant to the Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*

3. Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals – ***all individuals who are or previously were employed by Defendants in California and classified as non-exempt employees*** (the "Class") – in the State of California at any time during the period from January 27, 2021 through January 15, 2026 (the "Class Period"). Defendants' violations of California's wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiffs and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all minimum, straight-time and overtime wages owed and either regular meal and rest breaks or premium pay for time worked during meal and rest breaks. Plaintiffs and Class Members further were entitled to payment

of sick pay wages at the correct rate of pay. However, Defendants failed to pay Plaintiffs and Class Members all wages and sick pay due and owed to them, failed to provide Plaintiffs and Class Members with all compensation due and owed to them for work performed off-the-clock, and failed to provide Plaintiffs and Class Members with overtime compensation for all overtime hours they worked during the Class Period. Defendants also failed to afford Plaintiffs and Class Members legally compliant meal and rest breaks, failed to pay them all meal and rest period premium wages due and owed, and failed to reimburse Plaintiffs and Class Members for necessary business expenses incurred in the course of performing their job duties for Defendants.

5. Plaintiffs and Class Members were also entitled to receive regular, timely, accurate and itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them. However, Defendants regularly furnished to Plaintiffs and all Class Members inaccurate itemized wage statements omitting to include all wages due and owed to them each pay period.

6. In particular, during the period of time from January 27, 2024 through January 15, 2026 ("Wage Statement Class Period"), Defendants knowingly and intentionally failed to provide Plaintiffs and Class Members with accurate itemized wage statements ("Wage Statement Subclass"), in violation of Labor Code § 226(a) and 226.2. Defendants did so by providing Wage Statement Class Members with wage statements that inaccurately stated and omitted to include all wages due and owed to them each pay period.

7. Likewise, this action is brought on behalf of a subclass comprised of Plaintiffs and Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members"). During the "Waiting Time Penalty Subclass Period" – January 27, 2022 through January 15, 2026 – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from their employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL. As a further result of the foregoing Labor Code violations, Defendants are liable for penalties pursuant to California's Private Attorneys General Act, Labor Code § 2698 *et seq*.

JURISDICTION

9. Plaintiffs, on behalf of themselves and all others similarly situated and all current and former Aggrieved Employees, hereby bring this Complaint for recovery of unpaid wages, interest, and penalties under California Business & Professions Code § 17200 *et seq*., Labor Code §§ 201-204, 226 *et seq*., 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq*. and 2802, and applicable Industrial Welfare Commission Wage Order(s). This Complaint is brough pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the statutes and regulations above because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

10. Venue is proper in this judicial district pursuant to Cal. Civ. Proc. Code §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of service of process.

THE PARTIES

11. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein, Plaintiffs were and currently are residents of the State of California. During the time period beginning January 27, 2021 through the present, during the one year immediately preceding Plaintiffs giving the required notice under the PAGA, and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt employees. Plaintiff were, and are, victims of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201, 202, 203, 204. 226 *et seq*., 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198 and 2802; California Business & Professions Code § 17200 *et seq*. ("Unfair Competition Law"), and Wage Order No. 1, which sets employment standards for the Manufacturing Industry, which includes the Industry in which Plaintiffs worked for Defendants.

12. Plaintiffs are informed and believe, and based thereon allege, that during the time period from January 27, 2021 through the present, Defendants did (and continue to do) business as manufacturers of beer. Defendants employed Plaintiffs and other, similarly-situated non-exempt employees within, among other counties, Los Angeles County and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

13. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned herein, Defendants were and are the employers of Plaintiffs, all other current and former Aggrieved Employees, and all members of the Classes.

14. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as Does 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names. Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitiously-named Defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs, all current and former Aggrieved Employees, and the Classes (as defined in Paragraph 33) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

15. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

16. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiffs, all members of the Classes, and all other current and former Aggrieved Employees.

GENERAL FACTUAL ALLEGATIONS

17. Throughout the Class Period, Plaintiffs and Class Members served in non-managerial, non-supervisory roles where they neither had supervisory responsibilities nor had discretion over the projects, work, or hours they worked. As such, Plaintiffs and Class Members were non-exempt employees and were paid accordingly on an hourly basis.

18. Plaintiff Jaimes, a former non-exempt employee, was employed by Defendants from approximately April 3, 2023 to about August 28, 2025. Plaintiff Jaimes's job title was Line Cook, and his duties included, but were not limited to, preparing and cooking menu items, managing food orders, maintaining his station, and ensuring timely service during busy periods. Plaintiff Jaimes also assisted with private events and large parties, coordinated with front-of-house staff, and adhered to food safety and cleanliness standards in a fast-paced, high-volume kitchen environment.

19. Defendants generally scheduled Plaintiff Jaimes to work five (5) days per week, usually six (6) to eight (8) hours per day.

20. Defendants required Plaintiff Jaimes to clock in and out using a digital time clock to keep track and record of his time worked.

21. Plaintiff Soriano, a former non-exempt employee, was employed by Defendants from approximately August 2013 to about June 12, 2024. Plaintiff Soriano's job title was Warehouse Lead, and his duties included, but were not limited to, loading and offloading product from trucks, making shipping and receiving labels, and coordinating daily tasks for his team of subordinates.

22. Plaintiff Soriano was generally scheduled to work Monday through Friday from 5:00 a.m. to 1:30 p.m. Occasionally, Plaintiff was scheduled to work on Saturday.

23. Defendants required Plaintiff Soriano to clock in and out by scanning his fingerprint and entering an employee code into a timeclock to keep track and record of his time worked.

24. Throughout Plaintiffs' employment with Defendants, Defendants did not compensate Plaintiffs and other non-exempt employees for all hours worked. Specifically, due to Defendants' work demands and unwillingness to approve necessary overtime, Plaintiffs were required to work off-the-clock. Additionally, Plaintiff Soriano was required to put on personal protective equipment, including safety glasses and a safety vest, prior to clocking in for the day's shift. During Plaintiffs' employment with Defendants, they often worked in excess of eight (8) hours per workday and/or forty (40) hours per work week, and therefore, had Plaintiffs been properly paid for all of the time that they actually worked, they would have been paid additional minimum and/or overtime wages. These practices by Defendants resulted in Defendants paying Plaintiffs less than they were owed for the work they performed, including failing to pay them all required minimum and overtime wages.

25. Additionally, Plaintiffs received various forms of non-discretionary bonuses, compensation tied to performance, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay.") The various forms of Incentive Pay provided to Plaintiffs and other non-exempt employees were pursuant to Defendants' uniform policies and practices. Despite Defendants' payment of Incentive Pay to Plaintiffs, Defendants failed to include all forms of Incentive Pay when calculating Plaintiffs' regular rate of pay, thereby causing Plaintiffs to be underpaid for all of their required overtime wages. In addition, Defendants' policies and/or procedures failed to include all forms of Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a manner that fully complies with Labor Code § 246(l) in that Defendants failed to pay sick days at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

26. Throughout Plaintiffs' employment with Defendants, Plaintiffs were not provided all required meal periods due to Defendants' meal period policies and practices, which fail to provide thirty (30)-minute first meal periods before the end of the fifth hour of work. Additionally, Plaintiffs' meal periods were regularly shortened or interrupted by Defendants, required by Defendants to be taken on-duty, or required by Defendants to be missed altogether. Due to

Defendants' work demands, Plaintiffs and other non-exempt employees regularly experienced meal periods that were shortened, untimely, interrupted, on-duty and/or otherwise in violation of California law.

27. Although Defendants did not provide Plaintiffs with all legally-compliant meal periods to which they were entitled, Defendants fails to compensate Plaintiffs with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

28. Defendants also failed to authorize and permit Plaintiffs and other non-exempt employees to take all legally required and compliant rest periods due to Defendants' unlawful rest period policies and practices. Defendants' rest period policies and practices fail to authorize and permit paid rest periods for every four hours worked, *or major fraction thereof*. Specifically, due to Defendants' work demands, Plaintiffs were not permitted to take all rest periods to which they were entitled.

29. On those occasions when Defendants did not authorize and permit Plaintiffs to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiffs with the required rest period premiums for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

30. Defendants also failed to reimburse Plaintiffs and other non-exempt employees for all necessary business expenses they incurred during the relevant time period. Specifically, Defendants required Plaintiffs and other non-exempt employees to use their personal cellular phones for business purposes, but Defendants did not reimburse Plaintiffs for their associated expenses. Accordingly, despite Plaintiffs and other non-exempt employees being required to use their personal cellular phones, Defendants did not reimburse Plaintiffs or other non-exempt employes for al necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties, or of their obedience to the directions of the employer in violation of California law.

31. As a result of Defendants' failure to pay all minimum and overtime wages, all sick day pay, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll

records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees by failing to include all information required by California law, including, but not limited to, the name of the legal entity that is the employer.

32. As a further result of Defendants' failure to pay all minimum and overtime wages, all sick day pay, and meal and rest period premium wages, Defendants failed to pay Plaintiffs and other non-exempt employees all wages owed upon separation of their employment with Defendants.

CLASS ACTION ALLEGATIONS

33. **Class Definitions**: Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices during the time period from January 27, 2021 through January 15, 2026.

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a work week, and were subject to Defendants' timekeeping policies and/or practices during the time period from January 27, 2021 through January 15, 2026.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one (1) shift in excess of five (5.0) hours during the time period from January 27, 2021 through January 15, 2026.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one (1) shift in excess of three and a half (3.5) hours during the time period from January 27, 2021 through January 15, 2026.

e. The Sick Pay Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and

practices during the time period from January 27, 2021 through January 15, 2026 and who were paid sick pay at less than their regular rate of pay.

f. The Wage Statement Class consists of all members of the (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; and/or (v) Sick Pay Class in California, during the time period from January 27, 2024 through January 15, 2026.

g. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; and/or (v) Sick Pay Class in California, during the time period from January 27, 2022 through January 15, 2026.

h. The Reimbursement Class consists of all of Defendants' current and former non-exempt employees who worked in California and used their personal cellular phones in connection with the discharge of their work duties during the time period from January 27, 2021 through January 15, 2026.

i. The UCL Class consists of members of the (i) Minimum Wage Class; (ii) Overtime Class; (iii) Meal Period Class; (iv) Rest Period Class; (v) Wage Statement Class; (vi) Sick Pay Class; and/or (vii) Reimbursement Class during the time period from January 27, 2021 through January 15, 2026.

34. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

35. **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 Clases is unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

36. **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. Those common questions include, without limitation:

i. Whether Defendants properly paid all minimum wages and/or overtime wages to members of the Minimum Wage Class and Overtime Class pursuant to Labor Code §§ 204, 221, 510, 558, 1192, 1194, 1194.2, 1197, 1197.1, 1198, and 1174;

ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

iii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

v. Whether Defendants failed to pay members of the Sick Pay Class their sick pay at their regular rate of pay pursuant to Labor Code § 264(l);

vi. Whether Defendants paid all wages owed to their terminated and/or separated employees at the time of their termination and/or separation pursuant to Labor Code §§ 201 through 203;

vii. Whether Defendants properly reimbursed the members of the Reimbursement Class for all necessary business expenses incurred; and

viii. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and/or practices described above, and whether as a result Defendants owe the Classes restitution.

37. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform minimum and overtime wage policies and/or practices, meal and rest period policies and/or practices, and reimbursement policies and/or practices. As such, the common questions

predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

38. **Typicality**: Plaintiffs' claims are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not provided all legally required minimum and overtime wages, were not provided with all required meal and rest periods, did not receive meal and rest period premium wages when they were not provided compliant meal periods, were not paid sick pay at their regular rate of pay, were not provided accurate wage statements, and were not reimbursed for necessary business expenditures.

39. **Adequacy of Representation**: Plaintiffs are fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs' attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiffs. Plaintiffs' attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

40. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees

who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practice matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 33 are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

(AGAINST ALL DEFENDANTS)

41. Plaintiffs reallege and incorporate by reference all previous paragraphs.

42. This cause of action is brought pursuant to Labor Code §§ 1194 and 1197 and applicable Wage Orders, which entitle all non-exempt employees of Defendants to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation.

43. Plaintiffs and Class Members regularly worked "off the clock" as required by Defendants, and they were not paid any wages for this time worked. Defendants unlawfully failed to pay Plaintiffs and Class Members the proper compensation for these hours.

44. As a result of these violations, Defendants are liable for unpaid wages, interest thereon, and attorneys' fees and costs.

45. Plaintiffs, on behalf of themselves and Class Members, also request relief as described below.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

46. Plaintiffs reallege and incorporate by reference all previous paragraphs.

47. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198, which provide that all non-exempt employees are entitled to all overtime wages for all overtime worked (hours in excess of eight (8) in one (1) day or forty (40) in one (1) week), and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

48. At all times relevant herein, Defendants were required to properly compensate Plaintiffs and the members of the Overtime Class for all overtime hours worked pursuant to California Labor Code §§ 510 and 1194, and Wage Order 1. Labor Code § 510 and Wage Order 1, Section 3 require an employer to pay an employee "one and one-half (1 ½) times the regular rate of pay" for work in excess of eight (8) hours per workday and/or in excess of forty (40) hours per workweek. Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee double the employee's regular rate for work in excess of twelve (12) hours each workday and/or in excess of eight (8) hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiffs and the members of the Overtime Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek but did not properly compensate Plaintiffs and the members of the Overtime Class at one and one-half their regular rate of pay for such hours. Defendants also caused Plaintiffs and the members of the Overtime Class to work in excess of twelve (12) hours in a workday but did not properly compensate Plaintiffs and the members of the Overtime Class at double their regular rate of pay for such hours.

49. The foregoing practices and/or policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Overtime Class in a civil action for the unpaid amount of overtime premium owing, including interest thereon, as well as statutory penalties, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 510,

558, 1194 and 1198, Wage Order 1, Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

50. Plaintiffs reallege and incorporate by reference all previous paragraphs.

51. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiffs and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 226.7 and 512.

52. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512 and 558, Wage Order 1, Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(AGAINST ALL DEFENDANTS)

53. Plaintiffs reallege and incorporate by reference all previous paragraphs.

54. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

55. As alleged herein, Defendants failed to authorize and permit Plaintiffs and members of the Rest Period Class to take all required rest periods.

56. The foregoing violations create an entitlement to recovery by Plaintiffs and the members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums

owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516 and 558 and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES

(AGAINST ALL DEFENDANTS)

57. Plaintiffs reallege and incorporate by reference all previous paragraphs.

58. This cause of action is brought pursuant to Labor Code § 2802, which requires an employer to "indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer."

59. As alleged herein, and due to their unlawful reimbursement policies and/or practices, Defendants failed to indemnify Plaintiffs and the members of the Reimbursement Class all of their necessary business expenses, including, among other things, expenses related to their use of their personal cellular phones.

60. As a proximate result of Defendants' failure to indemnify Plaintiffs and the members of the Reimbursement Class for their necessary business expenses incurred, Plaintiffs and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code § 2802.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH TIMELY AND ACCURATE

ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

61. Plaintiffs reallege and incorporate by reference all previous paragraphs.

62. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and members of the Wage Statement Class with complete and accurate wage statements with

respect to their prevailing rate of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq*.

63. Plaintiffs are informed and believe, and based thereon allege, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs and the members of the Wage Statement Class with compliant wage statements by not showing the name of the legal entity that is the employer in violation of Labor Code § 226 *et seq*.

64. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all earned overtime and/or minimum wages as well as meal and rest period premium wages, and deprived them of the information necessary to identify Defendants and the discrepancies in Defendants' reported data.

65. Defendants' failures create an entitlement to recovery by Plaintiffs and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq*., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq*.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

66. Plaintiffs reallege and incorporate by reference all previous paragraphs.

67. This cause of action is brought pursuant to Labor Code §§ 201 through 203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employe provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

68. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to timely pay Plaintiffs and members of the Waiting Time Penalty Class all final wages due to

them at their separation from employment, including minimum and overtime wages and meal and rest period premium wages.

69. Further, Plaintiffs are informed and believe, and based thereon allege, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201 through 203.

70. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due.

71. Therefore, Plaintiffs and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES OWED

(AGAINST ALL DEFENDANTS)

72. Plaintiffs reallege and incorporate by reference all previous paragraphs.

73. This cause of action is brought pursuant to Labor Code §§ 204, 558, 1194 and 1198, which provide that all non-exempt employees are entitled to all minimum wages for all hours worked and provide a private right of action for the failure to pay all minimum wage compensation for all work performed.

74. At all times relevant hereto, Defendants were required to properly compensate Plaintiffs and the members of the Minimum Wage Class for all hours worked pursuant to California Labor Code §§ 1194, 1197 and 1198 and Wage Order 1. Wage Order 1, Section 4 requires an employer to pay to every employee on the established payday for the period involved not less than the applicable minimum wage for all hours worked in the payroll period. Defendants caused Plaintiffs and the members of the Minimum Wage Class to work hours in a workweek but did not properly compensate Plaintiffs and the members of the Minimum Wage Class at least minimum wages for such hours.

75. At all times relevant herein, Defendants lacked good faith and had no reasonable grounds for believing that their practices in failing to pay all minimum wages owed at the applicable rate was not a violation of any provision of the Labor Code relating to minimum wage, or an order of the Industrial Welfare Commission. Defendants therefore, in addition to owing minimum wages to Plaintiffs and the members of the Minimum Wage Class, also owe liquidated damages in an amount equal to the wages unlawfully unpaid, and interest thereon, pursuant to Labor Code § 1194.2.

76. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiffs and the members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages owing, including interest thereon, as well as statutory penalties, liquidated damages, civil penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6, 558, 1194, 1194.2, 1197, 1197.1 and 1198, Wage Order 1, California Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

NINTH CAUSE OF ACTION

FAILURE TO PAY SICK PAY WAGES AT THE CORRECT RATE OF PAY

(AGAINST ALL DEFENDANTS)

77. Plaintiffs reallege and incorporate by reference all previous paragraphs.

78. California Labor Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Labor Code § 246.5 at the employee's then current rate of entitlement. Labor Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Labor Code § 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

79. As a matter of policy and practice, Plaintiffs are informed and believe, and on that basis state, that Defendants paid sick pay wages to Plaintiffs and the other members of the Sick Pay Class at the incorrect rate of pay. Plaintiffs and the other members of the Sick Pay Class regularly used accrued sick leave in the workweeks in which they also earned non-hourly remuneration. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiffs and the other members of the Sick Pay Class at their base hourly pay rate, instead of at their regular rate of pay, which includes all non-hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As a result, Defendants underpaid sick pay wages to Plaintiffs and the other members of the Sick Pay Class.

80. California Labor Code § 204 provides that wages generally are due and payable twice during each calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent with Labor Code § 204, Labor Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Labor Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201-202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

81. As alleged herein and as a matter of policy and practice, Defendants routinely underpaid sick pay wages and thus did not timely pay Plaintiffs and the other members of the Sick Pay Class all owing and underpaid sick pay wages. As a result, Defendants violated California

Labor Code § 246, among other Labor Code provisions. Because Defendants willfully failed to timely pay Plaintiffs and the other members of the Sick Pay Class all sick pay wages due, Defendants are subject to applicable penalties.

TENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

82. Plaintiffs reallege and incorporate by reference all previous paragraphs.

83. 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 failing to pay all overtime and/or minimum wages owed, failing to provide all required meal and rest periods, failing to pay meal and rest period premium wage payments, and failing to reimburse all necessary business expenditures.

84. Defendants' utilization of these unfair and/or unlawful business practices deprived and continues to deprive Plaintiffs and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

85. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

87. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the

public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

ELEVENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

88. Plaintiffs reallege and incorporate by reference all previous paragraphs.

89. Defendants have committed several Labor Code violations against Plaintiffs and other Aggrieved Employees. Plaintiffs, who are both "Aggrieved Employees" within the meaning of Labor Code § 2698 *et seq*., acting on behalf of themselves and other Aggrieved Employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs the other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699(a) and (f), including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each Aggrieved Employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Defendants violated Labor Code §§ 1194 and 1197 by failing to pay wages for all hours worked by Plaintiffs and other Aggrieved Employees;

b. Defendants violated Labor Code §§ 204, 510, 558, 1194 and 1198 by failing to provide Plaintiffs and other Aggrieved Employees all overtime compensation earned;

c. Defendants violated Labor Code §§ 226.7, 512 and 558 by failing to provide Plaintiffs and other Aggrieved Employees all legally required meal periods and failing to pay meal period premiums to Plaintiffs and other Aggrieved Employees;

d. Defendants violated Labor Code §§ 226.7, 516 and 558 by failing to provide Plaintiffs and other Aggrieved Employees all legally required rest periods and failing to pay rest period premiums to Plaintiffs and other Aggrieved Employees;

e. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiffs and other Aggrieved Employees for all necessary business expenditures incurred in the discharge of their duties;

f. Defendants violated Labor Code § 226 by failing to furnish Plaintiffs and other Aggrieved Employees with timely, accurate and compliant itemized wage statements;

g. Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiffs and other Aggrieved Employees;

h. Defendants violated Labor Code §§ 1194, 1194.2 and 1197 by failing to pay Plaintiffs and other Aggrieved Employees the statutory minimum wage for all hours worked;

i. Defendants violated Labor Code § 246 by failing to pay Plaintiff and other Aggrieved Employees sick pay at the legal pay rate; and

j. Defendants violated Labor Code § 226 by failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees.

90. On January 22, 2025, Plaintiff Jaimes notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via online filing, of Defendants' violations of the California Labor Code and Plaintiff Jaimes' intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified in Paragraph 89(a)-(j). Attached hereto as **Exhibit 1** is a true and correct copy of Plaintiff Jaimes' January 22, 2025 correspondence. Now that sixty-five (65) days have passed from Plaintiff Jaimes notifying Defendants and the LWDA of these violations, Plaintiff Jaimes has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

91. On May 27, 2025, Plaintiff Soriano notified Defendants via certified mail, and the LWDA via online filing, of Defendants' violations of the California Labor Code and Plaintiff Soriano's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq*. with respect to violations of the California Labor Code identified in Paragraph 89(a)-(j). Attached

hereto as **Exhibit 2** is a true and correct copy of Plaintiff Soriano's May 27, 2025 correspondence. Now that sixty-five (65) days have passed from Plaintiff Soriano notifying Defendants and the LWDA of these violations, Plaintiff Soriano has exhausted his administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

92. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other Aggrieved Employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 1194 and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516 and 558;
8. Upon the Fifth Cause of Action, for compensatory and special damages according to proof pursuant to Labor Code § 2802;
9. Upon the Sixth Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq*.;

10. Upon the Seventh Cause of Action, for waiting time penalties pursuant to Labor Code § 203;

11. Upon the Eighth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 558, 1194, 1197, 1197.1 and 1198;

12. Upon the Ninth Cause of Action, for penalties, compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 246;

13. Upon the Tenth Cause of Action, for restitution to Plaintiffs and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*.;

14. Upon the Eleventh Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.99 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each Aggrieved Employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 89(a)-(j) above;

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

16. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

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

Respectfully Submitted,

DATED: October 1, 2026

LABOR LAW PC

By: _____
Danny Yadidsion, Esq.
Shelley Mack, Esq.
Attorneys for Plaintiff WILLIAM JAIMES

LIDMAN LAW, APC

DATED: October 1, 2026

By: Scott M. Lidman
Scott M. Lidman, Esq.
Milan Moore, Esq.
Tiara Gose-Hardy, Esq
Attorneys for Plaintiff RICHARD SORIANO

DEMAND FOR TRIAL BY JURY

Plaintiffs hereby demand a jury trial of all causes of action and claims with respect to which Plaintiffs have a right to jury trial.

DATED: October 1, 2026

LABOR LAW PC

By: _____
Danny Yadidsion, Esq.
Shelley Mack, Esq.
Attorneys for Plaintiff WILLIAM JAIMES

LIDMAN LAW, APC

DATED: October 1, 2026

By: Scott M. Lidman

Scott M. Lidman, Esq.
Milan Moore, Esq.
Tiara Gose-Hardy, Esq
Attorneys for Plaintiff RICHARD SORIANO

PROOF OF SERVICE
STATE OF LOS ANGELES
COUNTY OF LOS ANGELES
[C.C.P., §1013(a)]

William Jaimes v. Craft USA Holdings, LLC
Los Angeles County Superior Court Case Number: 25STCV12120

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is Ferdinand.Saornido@laborlawpc.com.

On October 19, 2026, I served the following document(s):

- **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE COMPLAINT**

On the following:

Attorneys for Defendants Craft USA Holdings, LLC and Annheuser-Busch Commercial Strategy, LLC:

SPENCER SKEEN, ESQ.
TIM JOHNSON, ESQ.
ANDREW DEDDEH, ESQ.
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( ) (BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

( ) (BY FEDERAL EXPRESS) I caused said envelope(s) to be sent by Federal Express [Priority Overnight] to the offices of the addressee(s).

(XX) (BY ELECTRONIC MAIL) Per Los Angeles County Local Rules requiring mandatory e-filing, California Rules of Court, and CCP, I delivered such documents by electronic mail. My email address is Ferdinand.Saornido@laborlawpc.com

( ) (BY FACSIMILE) I caused said document(s) to be transmitted by telecopier at approximately am/pm to the addressee(s) whose facsimile machine telephone numbers are indicated below. The above-described transmission was reported as complete without error by a transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission.

Executed on October 19, 2026**,** at Santa Monica, California.

(X) (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Ferdinand A. Saornido III
Print Name

/s/
Signature