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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELVIRA VILLEGAS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

AOCLSC INC., doing business as AOCUSA
and AMALIE OIL; and DOES 1 to 100,
inclusive,

Defendants.

Case No: 22STCV17702

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

(1) FAILURE TO PAY TIMELY WAGES
(LABOR CODE §§ 204, 210);
(2) FAILURE TO PROVIDE ACCURATE
ITEMIZED WAGE STATEMENTS (LABOR
CODE § 226);
(3) FAILURE TO PROVIDE TIMELY, DUTY-
FREE MEAL PERIODS AND/OR PAY MEAL
PERIOD PREMIUMS FOR LATE MEAL
BREAKS (LABOR CODE §§ 226.7, 512; IWC
WAGE ORDER 4-2001);
(4) FAILURE TO PROVIDE TIMELY, DUTY-
FREE REST PERIODS AND/OR PAY REST
PERIOD PREMIUMS (LABOR CODE § 226.7;
IWC WAGE ORDER 4-2001);
(5) WAITING TIME PENALTIES (LABOR
CODE § 201 – 203);
(6) UCL VIOLATIONS (BUS. & PROF. CODE §§
17200-17204); AND
(7) VIOLATION OF PRIVATE ATTORNEYS
GENERAL ACT (PAGA)
DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
08/30/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

1 Plaintiff Elvira Villegas (“Plaintiff”), alleges and complains on her behalf individually, on
2 behalf of all others similarly situated (hereinafter “Class Members”) and the State of California as
3 follows:

4 **OVERVIEW OF CLAIMS**

5 1. Plaintiff brings this action as a class action, as a PAGA Representative Action, and
6 on behalf of the California general public against Defendant AOCLSC Inc. a Florida Corporation
7 doing business as AOCUSA and Amalie Oil and DOES 1 to 100 (“Defendant”) for its (1) failure to
8 pay all wages due to employees based on a timely basis; (2) failure to provide accurate itemized wage
9 statements within the one year prior to the filing of this Complaint; (3) failure to provide timely and
10 duty-free meal periods within the first five hours of work and/or to pay a meal period for each missed,
11 untimely, or interrupted meal period and to provide lawful second meal periods for shifts worked in
12 excess of ten hours and/or pay meal period premiums for missed, untimely, or interrupted second
13 meal breaks; (4) failure to provide timely, duty-free rest periods for every four hours of work or major
14 fraction thereof and/or failure to pay rest period premiums for missed or interrupted rest breaks; (5)
15 failure to timely pay former employees’ wages, particularly final wages, based on the foregoing; (6)
16 Violations of California’s Business and Professions Code section 17200, et seq. based on the
17 foregoing and (7) PAGA Penalty based on foregoing. As a result of the foregoing, Defendant has
18 violated California statutory laws and is subject to myriad damages and penalties as set forth more
19 fully below.

20 2. The “Class Period” is designated as the period from four (4) years prior to the filing
21 of this action through the trial date.

22 3. The “PAGA Period” is designated as the period from June 1, 2021, within the one-
23 year period prior to Plaintiff’s mailing of the LWDA notice letter through present.

24 **VENUE**

25 4. Venue is proper in this County pursuant California Code of Civil Procedure section
26 395.5. Many, if not all, of the putative Class Members and the Aggrieved Employees were employed
27 and/or performed work by and for Defendant in Los Angeles County during the Class Period.
28

1 Defendant's main business is located in the City of Vernon that is situated within Los Angeles
2 County. Many of the acts alleged in this Complaint, including but not limited to, Defendant's practice
3 of failing to provide timely wages, failing to provide accurate wage statement, failure to provide duty-
4 free meal and rest periods and its attendant practice of failing to pay meal and rest period premiums
5 all occurred in Los Angeles County. Venue is therefore proper in Los Angeles County.

6 JURISDICTION

7 5. Defendant is within the jurisdiction of this Court. Defendant transacts millions of
8 dollars of business by managing and operating a lubricating oil manufacturing facility in the State of
9 California, including Los Angeles County. Thus, Defendant has and continues to avail itself of the
10 benefits of the laws of the State of California. Further, there are no Federal questions or claims at
11 issue in this action, nor is there any diversity all parties are residents of California. Plaintiff's
12 individual claims, and all Class claims are based exclusively on California law. Further the total
13 amount of potential damages projected for this matter, inclusive of attorneys' fees, is anticipated to
14 be less than \$5 million. Therefore, jurisdiction is appropriate in Los Angeles County Superior Court.

15 THE PARTIES

16 A. Plaintiff

17 6. Plaintiff Elvira Villegas is a California resident who lives in Los Angeles. Plaintiff
18 was employed by Defendant as a general operator and in the packaging department. Plaintiff was
19 paid an hourly rate during the relevant time period. Plaintiff's hourly rate was sixteen dollars (\$16.00)
20 an hour. As non-exempt employees, Plaintiff was entitled to rest periods, meal breaks and overtime
21 pay, Industrial Wage Order No. 4-2001, ("IWC No.4-2001") Labor Code sections 512, 226, and
22 226.7. From at least four (4) years from the filing of this Complaint through the present, and on-
23 going, Defendant's non-exempt employees, including Plaintiff, did not receive their wages in a
24 timely manner and within seven (7) days after the end of their pay period. Also, the paystubs
25 provided to Plaintiff and the class members were inaccurate and did not include the correct name of
26 the entity where Plaintiff and the class members worked. Moreover, Plaintiff and the Class members
27 were not provided with timely and duty-free meal and rest periods and/or provided meal and rest
28

1 period premiums. Plaintiff and the Class members did not receive all of their wages due upon
2 termination of employment, and they did not timely receive all wages owed.

3 **B. The Defendant**

4 7. Defendant AOCLSC, Inc. is a Florida corporation with a mailing address in Tampa.
5 Florida and is headquartered in Los Angeles, California. Defendant operates under fictitious business
6 names of Amalie Oil and AOCUSA in California. Defendant operates an oil and lubricating material
7 refinery in California. Among the various staff working at Defendant's clinics, Plaintiff was
8 employed as a packager on an hourly or non-exempt basis.

9 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of Defendants sued herein as DOES 1 to 100, inclusive, are currently unknown to Plaintiff, who
11 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
12 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
13 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek
14 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
15 designated hereinafter as DOES when such identities become known.

16 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
19 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
20 employer and/or joint employer of Plaintiff, and the Class.

21 10. Defendant was and is the employer of Plaintiff, and Class Members for all relevant
22 time periods. At any one time during the Class Period, Defendant employed approximately one
23 hundred and fifty (150) non-exempt individuals in California. Due to turnover during the Class
24 Period, the total number of Class Members is estimated to be over three hundred (300).

25 **ADMINISTRATIVE PREREQUISITE**

26 11. Prior to filing this complaint, Plaintiff gave written notice by electronic filing to the
27 Labor Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM-886833-22), on
28

June 1, 2022, and by certified mail to Defendants of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code section 2699.3.

12. A true and correct copy of Plaintiff's letter sent to the LWDA and Defendant, dated June 1, 2022, is attached hereto as "**Exhibit B**". As of the filing of this complaint, the LWDA has not responded.

13. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the Labor Workforce Development Agency ("LWDA") and the employer of the Labor Code Sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice.

14. More than sixty-five (65) days have passed since Plaintiff submitted her June 1, 2022, notice to the LWDA and Defendants of the specific alleged Labor Code violations and the LWDA have not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendants' intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to her June 1, 2022 PAGA notice.

FACTUAL ALLEGATIONS

15. Labor Code § 204 expressly requires that "[a]ll wages...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." Pursuant to Labor Code § 204(d), these requirements are "deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

16. Defendant had a policy throughout the class period to pay Plaintiff and the Class members ten (10) days after the end of the pay periods, in violation of Labor Code 204. (See **Exhibit 1**, a copy of Plaintiff's paystub).

17. Due to Defendant's failure to pay Plaintiff, the Class and the Aggrieved employees,

1 the timely wages, all meal and rest break period premiums owed,¹ Defendant violated Labor Code §
2 204 by failing to pay all wages due within seven (7) days of the close of the payroll period on a
3 regular and consistent basis. *See Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299,
4 2016 WL 1734010, at *3-5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest
5 period premiums can support claims under Labor Code §§ 203 and 204).

6 18. Labor Code § 210 provides that “in addition to, an entirely independent and apart
7 from, any other penalty provided in this article, every person who fails to pay the wages of each
8 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
9 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
10 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
11 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty
12 compensation policies and practices described in detail above, Plaintiff, and the Class, are entitled to
13 recover penalties under Labor Code § 210.

14 19. Defendant operates and, at all times during the Class Period, has done and does
15 business in California and throughout the United States. Defendant, in the course of operating its
16 business in California during the Class Period, employed Plaintiff, and the Class Members.

17 20. Labor Code § 512 requires employers to provide employees with a thirty (30) minute
18 uninterrupted and duty-free meal period within the first five (5) hours of an employee’s shift.
19 Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second
20 thirty (30) minute uninterrupted and duty-free meal period.

21
22 21. Under Labor Code § 512, if an employer maintains a uniform policy that does not
23 authorize and permit the employee to take a 30-minute duty-free meal period on or before the fifth
24 (5th) hour of work, liability attaches from adopting an unlawful policy.

25 22. Here, Defendant violated and continues to violate Labor Code § 512 and IWC Wage
26 Order 4-2001 § 11 by, among other things, failing to provide and schedule timely and duty-free meal
27

28 ¹ See *Naranjo v. Spectrum Security Services, Inc.*, Cal. Supreme Court Case No. S258966.

breaks on or before the fifth (5th) hour of work and failed to pay meal break premiums for late meal breaks. Instead, Defendant often required employees to take their meal breaks at the end of their shifts without paying any late meal break premiums. As a result of Defendant's failure to authorize or permit lawful and timely meal periods, Plaintiff and the other Class Members and Aggrieved Employees frequently did not receive compliant duty-free meal periods within the first five (5) hours of their work. Furthermore, when Defendant paid missed or late meal break premiums, thereby admitting to 226.7 and 512 violations.

23. Under Labor Code § 226.7, if an employer maintains a uniform policy that does not authorize and permit the amount of rest time on the schedule called for under the law (as specified in Section 12 of the applicable Wage Order), "it has violated the wage order and is liable." The *Brinker* Court explained in the context of rest breaks that employer liability attaches from adopting an unlawful policy:

An employer is required to authorize and permit the amount of rest break time called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing and permitting only one rest break for employees working a seven-hour shift when two are required—***it has violated the wage order and is liable.*** (*Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1033.) [emphasis added].

24. Here, Defendant did not authorize Plaintiff Class Members and the Aggrieved Employees to take their ten-minute rest breaks during each four (4) hours of work or major fraction thereof during their shifts. Moreover, Defendant's scheduling practices were often rest break preclusive.

25. Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (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 only the last four digits of his or her social security number or an employee identification number other than a social security number;

- 1 (8) the name and address of the legal entity that is the employer...; and,
2 (9) all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee...

4 26. Defendant's wage statements failed to include the correct name of the Defendant.
5 Plaintiff's Class members' and the Aggrieved Employees' paystubs mention AOCUSA as Defendant.
6 However, the correct Defendant in this matter is AOCLSC Inc. AOCLSC Inc. uses AOCUSA and
7 Amalie Oil as fictitious business names. **See Exhibit A.** Moreover, due to, *inter alia*, Defendant's
8 failure to pay Plaintiff, and Class Members for all meal and rest break premiums, the wage statements
9 issued by Defendant to Plaintiff, and Class Members do not indicate the correct amount of gross
10 wages earned, net wages earned, or the applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate in violation of Labor Code § 226(a)(1),
12 (2), (5) and (9).

13 27. Defendant's violation of Labor Code § 226 was knowing and intentional. *See Garnett*
14 *v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the defendant
15 knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew that it was
16 not providing total hours worked to plaintiff or other employees paid on commission" even though it
17 believed that employees paid solely on commission or commission and salary "are exempt and
18 therefore we do not record hours on a wage statement").

19 28. Defendant's failure to furnish accurate itemized wage statements has caused Plaintiff
20 Class Members and the Aggrieved Employees, to incur economic damages in that they were not
21 aware that they were owed and not paid appropriate premiums for their non-compliant statutory rest
22 breaks and meal periods. *See Cicairos v. Summit Logistics*, 133 Cal.App.4th 949, 954 ("If it is left to
23 the employee to add up the daily hours shown on the time cards or other records so that the employee
24 must perform arithmetic computations to determine the total hours worked during the pay period, the
25 requirements of section 226 would not be met"); *McKenzie v. Federal Express Corp.*, 765 F. Supp.
26 2d 1222 (C.D. Cal. 2011) (wage statements violated California Labor Code by not including, *inter*
27 *alia*, total hours worked giving rise to claims under both Section 226 and for PAGA penalties); Labor
28 Code § 226(e)(2)(B) (clarifying that injury is established where the wage statement violated Section

226(a)(1), (2), or (5), among other provisions, and where employees cannot easily determine the gross or net wages earned by the employee during the pay period).

29. Labor Code § 226(e) provides that an employee is entitled to recover fifty dollars (\$50.00) for initial pay period in which a violation of Section 226 occurs and one hundred dollars (\$100.00) for each subsequent pay period, not to exceed four thousand dollars (\$4,000.00), as well as an award of costs and reasonable attorney’s fees, for all pay periods in which the employer fails to provide accurate itemized statements to the employee causing the employee to suffer injury.

30. Aggrieved Employees will prevail on their claim for PAGA penalties under Labor Code § 226(a). *See Willner v. Manpower Inc.* 35 F. Supp. 3d 1116, 1136 (N.D. Cal. 2014) (To obtain judgment on a PAGA claim, “all [plaintiff] needs to establish is a violation of section 226(a), which she has done, as discussed above.”); *McKenzie v. Fed. Exp. Corp.* 765 F.Supp.2d 1222, 1232 (C.D. Cal. 2011) (holding that “for the purposes of recovering PAGA penalties, one need only prove a violation of Section 226(a), and need not establish a Section 226(e) injury.”); *Aguirre v. Genesis Logistics*, 2013 U.S. Dist. LEXIS 189815, at *28 (C.D. Cal. July 3, 2013) (“Plaintiffs do not need to establish a Cal. Lab. Code § 226(e) injury to recover penalties under § 2699(f) of PAGA.”).

31. Further and in addition to the penalties outlined above, Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As explained in detail above, Defendant failed to provide Plaintiff, and Class Members, with accurate itemized wage statements. Accordingly, Defendant is additionally liable for Labor Code § 226.3 penalties for their violations of Labor Code § 226(a). *See Finder v. Leprino Foods Co.* (E.D. Cal. Mar. 12, 2015) No. 1:13-CV-2059 AWI-BAM, 2015 WL 1137151, at *7 [“the weight of authority counsels that violations of Section 226.3 may be the basis of a PAGA claim.”]; *Pedroza v. PetSmart, Inc.*, No. ED CV 11-298 GHK DTB, 2012 WL 9506073, at *6 (C.D. Cal. June 14, 2012) (“Lab. Code § 226.3 merely provides that failure to perform actions mandated

1 by § 226(a) may trigger civil penalties.”).²

2 32. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of an
3 employee who is discharged or who quits, the wages of the employee shall continue as a penalty. . .”
4 for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

5 33. Due to Defendant’s faulty policies described above, including its failure to pay for
6 all meal and rest break premiums due, Defendant violated Labor Code § 203, for those employees
7 whose employment ended within the last three (3) years and ongoing by willfully failing to pay them
8 all wages due upon the termination of their employment.

9 CLASS ACTION ALLEGATIONS

10 34. This action may be properly maintained as a class action pursuant to the provisions
11 of California Code of Civil Procedure § 382.

12 35. Plaintiff brings this action, as a class action, on behalf of herself and of the class of
13 individuals and all others similarly situated, who are defined as: “All non-exempt individuals who or
14 were employed by Defendant through the Class Period and ending with the date of notice to the
15 Class”; (hereinafter referred to as “Class Members” or the “Class”). In addition, Plaintiff may seek
16 to certify as a subclass of all Class Members who are no longer employed by Defendant. Plaintiff
17 further reserves the right to amend or modify the class description or establish additional subclasses
18 as appropriate.

19 36. This action has been brought and may properly be maintained as a class action under
20 Code of Civil Procedure § 382 because there is a well-defined community of interest in the litigation,
21 the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class:

22 a. Numerosity: The potential members of the Class as defined are so numerous
23 that joinder of all the members of the Class is impracticable. While the precise number of Class
24 Members has not been determined at this time, Plaintiff is informed and believes that Defendant has
25 on average, at any one time during the Class Period employed over three hundred (300) Class
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27 ² *Accord Singer v. Becton, Dickinson & Co., Med-Safe Sys.* (S.D.Cal. July 23, 2008) 2008 U.S. Dist. LEXIS 56326,
28 *18; *Yadira v. Fernandez* (N.D. Cal. June 14, 2011) 2011 U.S. Dist. LEXIS 62894, *7–9, 2011 WL 2434043; *Willis v.*
Xerox Bus. Servs., LLC (E.D. Cal. Nov. 15, 2013) No. 1:13-CV-01353-LJO, 2013 WL 6053831, at *7.

1 Members as non-exempt employees who were subject to Defendant's unlawful policies. Due to
2 turnover, the total number of Class Members is estimated to be more than three hundred (300). The
3 Class Members are dispersed throughout California. Joinder of all members of the proposed classes
4 is therefore not practicable.

5 b. Commonality: There are questions of law and fact common to Plaintiff and
6 the Class that predominate over any questions affecting only individual members of the Class. These
7 common questions of law and fact include, without limitation:

8 i. Whether Defendant violated Labor Code sections 226.7 and 512 and Section
9 11 of IWC Wage Order No. 4 by failing to provide timely, duty-free meal periods to Plaintiff and
10 Class Members in California during the Class Period;

11 ii. Whether Defendant violated Labor Code section 226.7 by failing to provide one
12 hour of premium pay to each member of the Class for each day that a timely, duty-free meal period was
13 not provided in California during the Class Period;

14 iii. Whether Defendant violated Labor Code section 226.7 and Section 12 of IWC
15 Wage Order No. 4 by failing to provide timely, duty-free rest periods to Plaintiff and Class Members
16 in California during the Class Period;

17 iv. Whether Defendant violated Labor Code section 226.7 by failing to provide one
18 hour of premium pay to each member of the Class for each day that a timely, duty-free rest period was
19 not provided in California during the Class Period;

20 v. Whether Defendant failed to provide Plaintiff and Class Members accurate
21 itemized wage statements in violation of Labor Code Section 226(a);

22 vi. Whether Defendant violated Section 203 of the Labor Code by failing to pay
23 Plaintiff and Class Members all wages due to them (including their unpaid meal and rest break
24 premiums) upon their separation of employment from Defendant;

25 vii. Whether Defendant violated Sections 204 and 210 of the Labor Code by
26 failing to pay Class Members all wages due on a timely basis;

27 viii. Whether Defendant engaged in an unfair practice and violated section 17200
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1 of the California Business and Professions Code by failing to provide Plaintiff and Class Members
2 with timely, duty-free meal breaks during the Class Period;

3 ix. Whether Defendant engaged in an unfair practice and violated section 17200
4 of the California Business and Professions Code by failing to provide Plaintiff and Class Members
5 with meal period premiums for each day they were not provided a compliant meal break;

6 x. Whether Defendant engaged in an unfair practice and violated section 17200
7 of the California Business and Professions Code by failing to provide Plaintiff and Class Members
8 with timely, duty-free rest breaks during the Class Period;

9 xi. Whether Defendant engaged in an unfair practice and violated section 17200
10 of the California Business and Professions Code by failing to provide Plaintiff and Class Members
11 with rest period premiums for each day they were not provided a compliant meal break;

12 xii. Whether Plaintiff and the Class are entitled to restitution under Business and
13 Professions Code § 17200;

14 xiii. The proper formula(s) for calculating damages, interest, and restitution owed
15 to Plaintiff and the Class Members;

16 xiv. The nature and extent of class-wide damages.

17 c. Typicality: Plaintiff's claims are typical of the claims of the Class. Both
18 Plaintiff and Class Members sustained injuries and damages, and were deprived of property rightly
19 belonging to them, arising out of and caused by Defendant's common course of conduct in violation
20 of law as alleged herein, in similar ways and for the same types of unpaid wages.

21 d. Adequacy of Representation: Plaintiff is a member of the Class and will fairly
22 and adequately represent and protect the interests of the Class and Class Members. Plaintiff's interests
23 do not conflict with those of Class and Class Members. Counsel who represents Plaintiff are
24 competent and experienced in litigating large wage and hour class actions, including numerous cases
25 virtually identical to this one (i.e., wage and hour class action cases), and other employment class
26 actions, and will devote sufficient time and resources to the case and otherwise adequately represent
27 the Class and Class Members.

1 e. Superiority of Class Action: A class action is superior to other available
2 means for the fair and efficient adjudication of this controversy. Individual joinder of all Class
3 Members is not practicable, and questions of law and fact common to the Class predominate over any
4 questions affecting only individual members of the Class. Each Class Member has been damaged or
5 may be damaged in the future by reason of Defendant's unlawful policies and/or practices.
6 Certification of this case as a class action will allow those similarly situated persons to litigate their
7 claims in the manner that is most efficient and economical for the parties and the judicial system.
8 Certifying this case as a class action is superior because it allows for efficient and full disgorgement
9 of the ill-gotten gains Defendant has enjoyed by maintaining its unlawful break and compensation
10 policies and will thereby effectuate California's strong public policy of protecting employees from
11 deprivation or offsetting of compensation earned in their employment. If this action is not certified
12 as a Class Action, it will be impossible as a practical matter, for many or most Class Members to
13 bring individual actions to recover monies unlawfully withheld from their lawful compensation due
14 from Defendant, due to the relatively small amounts of such individual recoveries relative to the costs
15 and burdens of litigation.

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY WAGES ON A TIMELY BASIS**
18 **[Cal. Labor Code §§ 204, 210]**

19 37. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
20 in the preceding paragraph.

21 38. Labor Code § 204 expressly requires that "[a]ll wages...earned by any person in any
22 employment are due and payable twice during each calendar month, on days designated in advance
23 by the employer as the regular paydays." Pursuant to Labor Code § 204(d), these requirements are
24 "deemed satisfied by the payment of wages for weekly, biweekly or semimonthly payroll if the wages
25 are paid not more than seven calendar days following the close of the payroll period.

26 39. Defendant had a policy and procedure to pay Plaintiff and Class Members within ten
27 (10) days after the end of the pay period in violation of the Labor Code § 204.

28 40. Due to Defendant's failure to pay Plaintiff and Class Members on a timely fashion,

1 all meal and rest break period premiums owed,³ Defendant violated Labor Code § 204 by failing to
2 pay all wages due within seven (7) days of the close of the payroll period on a regular and consistent
3 basis. *See Parson v. Golden State FC, LLC*, 2016 U.S. Dist. LEXIS 58299, 2016 WL 1734010, at *3-
4 5 (N.D. Cal. May 2, 2016) (finding after *Ling* that a failure to pay rest period premiums can support
5 claims under Labor Code §§ 203 and 204).

6 41. Labor Code § 210 provides that “in addition to, an entirely independent and apart
7 from, any other penalty provided in this article, every person who fails to pay the wages of each
8 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
9 initial violation, one hundred dollars (\$100.00) for each failure to pay each employee; (2) For each
10 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200.00) for each
11 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty
12 compensation policies and practices described in detail above, Plaintiff and Class Members are
13 entitled to recover penalties under Labor Code § 210.

14 **SECOND CAUSE OF ACTION**
15 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**
16 **[Cal. Labor Code § 226(a)]**

17 42. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
18 in the preceding paragraphs.

19 43. Section 226(a) of the California Labor Code provides, in relevant part:

20 Every employer shall...furnish each of his or her employees...an accurate itemized statement
21 in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any
22 employee whose compensation is solely based on a salary and who is exempt from payment of
23 overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
24 Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee
25 is paid on a piece-rate basis, (4) all deductions, provided that all -deductions made on written orders
26 of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
27 dates of the period for which the employee is paid, (7) the name of the employee and only the last

28 ³ *See Naranjo v. Spectrum Security Services, Inc.*, Cal. Supreme Court Case No. S258966.

1 four digits of his or her social security number or an employee identification number other than a
2 social security number, (8) the name and address of the legal entity that is the employer and (9) all
3 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
4 at each hourly rate by the employee...

5 44. As set forth above, Defendant's wage statements fail to include the correct name of
6 Defendant on their paystubs. Defendant AOCLSC Inc. does not appear on the paystubs. Defendant
7 uses a fictitious business name registered in Florida as a Defendant on all the paystubs. Additionally,
8 because of Defendant's failure to pay Plaintiff and Class Members for all meal and rest break
9 premiums, the wage statements issued by Defendant to Plaintiff and Class Members are inaccurate
10 and do not indicate the correct amount of gross wages earned, net wages earned, or the applicable
11 hourly rates in effect during the pay period and the corresponding number of hours worked at each
12 hourly rate in violation of Labor Code § 226(a)(1), (2), (5) and (9).

13 45. Defendant's violation of Labor Code § 226 was knowing and intentional. *See*
14 *Garnett v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015) (finding that the defendant
15 knowingly and intentionally violated Labor Code § 226 because the "[d]efendant knew that it was
16 not providing total hours worked to plaintiff or other employees paid on commission" even though it
17 believed that employees paid solely on commission or commission and salary "are exempt and
18 therefore we do not record hours on a wage statement").

19 46. Defendant's failure to furnish accurate and complete itemized wage statements has
20 caused Plaintiff and Class Members to incur economic damages in that they were not aware that they
21 were owed and not paid appropriate premiums for their non-compliant statutory rest breaks and meal
22 periods. *See Cicairos v. Summit Logistics*, 133 Cal.App.4th 949, 954 ("If it is left to the employee to
23 add up the daily hours shown on the time cards or other records so that the employee must perform
24 arithmetic computations to determine the total hours worked during the pay period, the requirements
25 of section 226 would not be met"); *McKenzie v. Federal Express Corp.*, 765 F. Supp. 2d 1222 (C.D.
26 Cal. 2011) (wage statements violated California Labor Code by not including, inter alia, total hours
27 worked giving rise to claims under both Section 226 and for PAGA penalties); Labor Code §
28

226(e)(2)(B) (clarifying that injury is established where the wage statement violated Section 226(a)(1), (2), or (5), among other provisions, and where employees cannot easily determine the gross or net wages earned by the employee during the pay period).

47. Labor Code § 226(e) provides that an employee is entitled to recover fifty (\$50.00) dollars for initial pay period in which a violation of Section 226 occurs and one hundred (\$100.00) dollars for each subsequent pay period, not to exceed four thousand (\$4,000.00) dollars, as well as an award of costs and reasonable attorney's fees, for all pay periods in which the employer fails to provide accurate itemized statements to the employee causing the employee to suffer injury.

THIRD CAUSE OF ACTION
FAILURE TO PROVIDE TIMELY AND DUTY-FREE MEAL BREAKS AND PAY MISSED
MEAL BREAK PREMIUMS
[Cal. Labor Code §§ 226.7, 512; IWC Wage Order 4-2001 Section 11]
Against Defendant

48. Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

49. California Labor Code § 226.7(a) provides, "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission."

50. Section 512(a) of the California Labor Code provides, in relevant part, that: An employer may not employ an employee for a work period of more than five hours per day without providing the employee 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 (6) hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30-minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived

51. Here, Defendant violated and continues to violate Labor Code § 512 and IWC Wage Order 4-2001 § 11 by, among other things, failing to provide and schedule duty-free meal breaks on

1 or before the fifth (5th) hour of work for Plaintiff and Class Members and failed to advise Plaintiff
2 and Class Members of their meal break rights with respect to the timing of meal breaks, failed to
3 provide Plaintiff and Class Members with thirty-minute, uninterrupted meal periods within the first
4 five (5) hours of their shifts, and failed to pay meal break premiums for late meal breaks. Instead,
5 Defendant often required Plaintiff and Class Members to take their breaks at the end of their shifts
6 without paying any late meal break premiums. As a result of Defendant's failure to authorize or
7 permit lawful and timely meal periods, Plaintiff and Class Members frequently did not receive
8 compliant duty-free meal periods within the first five (5) hours of their work.

9
10 **FOURTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE TIMELY AND DUTY-FREE REST BREAKS**
12 **AND PAY MISSED REST BREAK PREMIUMS**
13 **[Cal. Labor Code §§ 226.7; Section 12 of IWC Wage Order 4-2001]**
14 **Against Defendant**

15 52. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
16 in the preceding paragraphs.

17 53. Under Labor Code § 226.7, if an employer maintains a uniform policy that does not
18 authorize and permit the amount of rest time on the schedule called for under the law (as specified in
19 Section 12 of the applicable Wage Order), "it has violated the wage order and is liable." The *Brinker*
20 Court explained in the context of rest breaks that employer liability attaches from adopting an
21 unlawful policy:

22 An employer is required to authorize and permit the amount of rest break time called for under
23 the wage order for its industry. If it does not—if, for example, it adopts a uniform policy authorizing
24 and permitting only one rest break for employees working a seven-hour shift when two are required—
25 ***it has violated the wage order and is liable.***

26 (*Brinker Rest. Corp. v. Sup. Ct.* (2012) 53 Cal.4th 1004, 1033.) [emphasis added].

27 54. Here, Defendant did not authorize Plaintiff and Class Members to take their ten-
28 minute rest breaks during each four (4) hours of work or major fraction thereof during their shifts.
Plaintiff and Class Members did not receive timely rest breaks during their shifts. Accordingly,
Defendant is liable to Plaintiff and Class Members for rest break premiums for all such shifts on

1 which they were not able to take compliant rest.

2 ///

3 ///

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES FOR**
6 **FAILURE TO PAY WAGES DUE ON TERMINATION**
7 **[Cal. Labor Code §§ 201-203]**

8 55. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
9 in the preceding paragraphs.

10 56. Labor Code § 203 provides “if an employer willfully fails to pay . . . any wages of an
11 employee who is discharged or who quits, the wages of the employee shall continue as a penalty. . .”
12 for up to 30 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

13 57. Due to Defendant’s unlawful policies described above, including its failure to pay
14 meal and rest break premiums, Defendant violated Labor Code § 203, for those employees Class
15 Members whose employment ended within the last three (3) years and ongoing by willfully failing
16 to pay them all wages due upon the termination of their employment.

17 **SIXTH CAUSE OF ACTION**
18 **UNFAIR COMPETITION LAW VIOLATIONS**
19 **(BUS. & PROF. CODE § 17200, ET SEQ.)**
20 **On Behalf of Plaintiff and the Class Against Defendant**

21 58. Plaintiff re-alleges and incorporates by reference each and every allegation set forth
22 in the preceding paragraphs.

23 59. Section 17200 of the California Business & Professions Code prohibits any unlawful,
24 unfair, or fraudulent business practices. Business & Professions Code § 17204 allows “any person
25 who has suffered injury in fact and has lost money or property” to prosecute a civil action for violation
26 of the UCL. Such a person may bring such an action on behalf of themselves, and others similarly
27 situated who are affected by the unlawful, unfair, or fraudulent business practice.

28 60. Under section 17208 of the California Business and Professions Code, the statute of
limitations for a claim under Section 17200 is four years. Accordingly, the actionable period for this

1 cause of action is four (4) years prior to the filing of this Complaint through the present, and on-going
2 until the violations are corrected, or the Class is certified.

3 61. Section 90.5(a) of the Labor Code states that it is the public policy of California to
4 enforce vigorously minimum labor standards in order to ensure employees are not required to work
5 under substandard and unlawful conditions, and to protect employers who comply with the law from
6 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
7 with minimum labor standards.

8 62. As a direct and proximate result of Defendant's unlawful business practices, Plaintiff
9 and Class Members have suffered economic injuries. Defendant has profited from its unlawful,
10 unfair, and/or fraudulent acts and practices.

11 63. Plaintiff and Class Members are entitled to monetary relief pursuant to Business &
12 Professions Code §§ 17203 and 17208 for unpaid meal and rest period premiums and unreimbursed
13 business expenses due and interest thereon, from at least four years prior to the filing of this complaint
14 through to the date of such restitution, at rates specified by law. Defendant should be required to
15 disgorge all the profits and gains it has reaped and restore such profits and gains to Plaintiff and Class
16 Members, from whom they were unlawfully taken.

17 64. Through its actions alleged herein, Defendant has engaged in unfair competition
18 within the meaning of section 17200 of the California Business & Professions Code, because
19 Defendant's conduct, as herein alleged has damaged Plaintiff and Class Members by wrongfully
20 denying them all meal and rest period premiums due, and therefore was substantially injurious to
21 Plaintiff and Class Members.

22 65. Defendant engaged in unfair competition in violation of sections 17200 et seq. of the
23 California Business & Professions Code by violating Sections 226.7 and 512 of the California Labor
24 Code, and Sections 11 and 12 of the IWC Wage Order 4-2001.

25 66. Defendant's course of conduct, act and practice in violation of the California laws
26 mentioned above constitute independent violations of sections 17200 et seq. of the California
27 Business and Professions Code.

1 Labor Code alleged to have been violated, including the facts and theories that support the alleged
2 violation as required by Labor Code section 2699.3. (LWDA Case No. LWDA-CM-886833-22.) A
3 true and correct copy of Plaintiff's original and amended written notices sent to the LWDA, dated
4 June 1, 2022 is attached hereto as **Exhibit B**.

5 74. Plaintiff asserts all of the claims in this complaint against Defendants, individually
6 and on behalf of all Aggrieved Employees, in her capacity as private attorney general, and seeks all
7 statutory penalties available under the Labor Code for each violation herein before alleged.

8 75. Pursuant to Labor Code section 2699 Plaintiff, individually and on behalf of all
9 Aggrieved Employees, request and are entitled to recover from Defendants: unpaid wages, overtime
10 compensation, rest and meal period compensation and penalties, waiting period wages and penalties
11 according to proof, penalties for failure to keep accurate payroll records, interest, attorney's fees
12 and costs pursuant to Labor Code sections 218.5, 1194, subdivision (a), and 1174, as well as all
13 statutory penalties, and attorneys' fees against Defendants, including but not limited to:

14 76. Penalties under Labor Code section 2699 in the amount of one hundred dollars
15 (\$100.00) for each aggrieved employee per pay period for each initial violation, and two hundred
16 dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation;

17 77. Penalties under Code of Regulations Title 8 section 11050 in the amount of fifty
18 dollars (\$50.00) for each aggrieved employee per pay period for the initial violation, and two
19 hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent
20 violation; and

21 78. Any and all additional penalties and sums are provided by the Labor Code and/or
22 other statutes.

23 79. In addition, thereto, Plaintiff seeks and is entitled to fifty percent (50%) of all
24 penalties obtained under Labor Code section 2699 to be allocated to the general fund, and twenty
25 five percent (25%) of all penalties obtained to be allocated to the Labor and Workforce Development
26 Agency, for education of employers and employees about their rights and responsibilities under the
27 Labor Code and twenty five percent (25%) to all Aggrieved Employees.
28

80. Further, Plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code sections 2699, 218.5, 226, 1174, and 1194, and any other applicable statute.

JURY DEMAND

81. Plaintiff hereby demand trial by jury of his and the Class's claims against Defendant, and of all claims except for the PAGA and UCL, claims which are subject to a bench trial.

PRAYER FOR RELIEF

Wherefore, Plaintiff, on behalf of himself, Class Members and Aggrieved Employees pray for judgment against Defendant as follows:

1. An Order than this action may proceed and be maintained as a class action;
2. On the First Cause of Action:
 - a. A declaratory judgment that Defendant violated California Labor Code §§ 204 and 210;
 - b. Pursuant to Labor Code §§ 204 and 210, an award to Plaintiff and Class Members for penalties pursuant to Labor Code § 210.
3. On the Second Cause of Action:
 - a. A declaratory judgment that Defendant violated California Labor Code §226 by issuing inaccurate and/or incomplete wage statements that failed to include the start date for each pay period, the correct amount of gross wages earned, net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate to Plaintiff and Class Members;
 - b. An award to Plaintiff and Class Members of \$50 for each initial pay period, one year prior to the filing of this Complaint through the date of trial, in which a violation of Section 226 occurred and \$100 for each subsequent pay period, one year prior to the filing of this Complaint through the date of trial, in which a violation of Section 226 occurred, not to exceed \$4,000 for each member of the Class, as well as an award of

costs and reasonable attorney's fees, pursuant to Labor Code § 226(e).

4. On the Third Cause of Action:

- a. A declaratory judgment that Defendant violated California Labor Code §§ 226.7, 512 and Section 11 of IWC Wage Order 4-2001;
- b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiff and Class Members for an hour of pay for each day that a timely, duty-free meal period was not provided during the Class Period.

8. On the Fourth Cause of Action:

- a. A declaratory judgment that Defendant violated California Labor Code § 226.7, and Section 12 of IWC Wage Order 4-2001;
- b. Pursuant to Cal. Labor Code § 226.7, an award to Plaintiff and Class Members for an hour of pay for each day that a timely, duty-free rest period was not provided during the Class Period.

5. On the Fifth Cause of Action:

- a. A declaratory judgment that Defendant violated California Labor Code §§ 201 through 203;
- b. Pursuant to Cal. Labor Code §§ 201 through 203, an award to Plaintiff and Class Members for waiting time penalties in the amount of 30 days' wages per waiting time Class Member.

6. On the Sixth Cause of Action:

- a. That the Court find and declare that Defendant have violated the UCL and committed unfair and unlawful business practices by failing to pay meal and rest break premiums;
- b. Restitution, including, but not limited to, the relief permitted by section 226.7 of the California Labor Code (i.e., pay as specified for meal and rest period premiums to Plaintiff and Class Members. All other relief as this Court deems

proper.

7. On the Seventh Cause of Action:

- a. A declaratory judgment that Defendant violated the Private Attorney Generals Act;
- b. For civil penalties under the Private Attorney Generals Act, Plaintiff seeks fifty percent (50%) of all penalties obtained under Labor Code section 2699 to be allocated to the general fund, and twenty five percent (25%) of all penalties obtained to be allocated to the Labor and Workforce Development Agency, for education of employers and employees about their rights and responsibilities under the Labor Code and twenty five percent (25%) to all Aggrieved Employees.

Dated: August 29, 2022

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
ELVIRA VILLEGAS, individually and on behalf
of all others similarly situated,

EXHIBIT A

Earnings Statement



AOCUSA
1601 MCCLOSKEY BLVD.
TAMPA, FL 33605
(813)248-1988

Period Beginning: 05/08/2021
Period Ending: 05/21/2021
Pay Date: 06/01/2021

Taxable Marital Status:
Federal: 0
CA: 0(Head of Household)

Social Security Number: XXX-XX-7363

Earnings	rate	hours	this period	year to date
Regular	16.0000	79.05	1,264.80	12,708.96
Overtime	24.0000	1.10	26.40	1,970.88
Covid Vaccine				50.00
CA Sup Covid				128.00
Holiday				384.00
Safety Incent				150.00
Sick Time				384.00
VPTO				400.00
Gross Pay			\$1,291.20	16,175.84

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,244.07

Other Benefits and Information

	this period	total to date
Er Match 100%	64.56	808.78
Gross	1,291.20	
Hours	80.15	
SCK	31.65	
Vacation	64.97	573.65
VJ2	2.67	
VJ3	4.62	
Totl Hrs Worked	80.15	

Important Notes

BASIS OF PAY: HOURLY

Deductions	Statutory		
	Federal Income Tax	-123.39	1,686.28
	Social Security Tax	-77.94	994.42
	Medicare Tax	-18.22	232.56
	CA State Income Tax	-12.02	173.53
	CA SDI Tax	-15.09	192.47
	Other		
	Dental 125	-10.07*	40.28
	Medical 125	-21.21*	84.84
	Roth	-51.65	647.03
	Vision	-2.94*	11.76
	401K	-12.91*	161.75
	Net Pay	\$945.76	
	Checking #1	-945.76	
	Net Check	\$0.00	

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AOCUSA
1601 MCCLOSKEY BLVD.
TAMPA, FL 33605
(813)248-1988

Advice number: 00000210129
Pay date: 06/01/2021

Deposited to the account of	account number	transit ABA	amount
ELVIRA VILLEGAS	XXXXXXX	XXXX XXXX	\$945.76

THIS IS NOT A CHECK

NON-NEGOTIABLE

Earnings Statement



AOCUSA
1601 MCCLOSKEY BLVD.
TAMPA, FL 33605
(813)248-1988

Period Beginning: 04/24/2021
Period Ending: 05/07/2021
Pay Date: 05/17/2021

Taxable Marital Status:
Exemptions/Allowances:
Federal:
CA:

Social Security Number: XXX-XX-7363

Earnings	rate	hours	this period	year to date
Regular	16.0000	75.12	1,201.92	11,444.16
Overtime	24.0000	.87	20.88	1,944.48
Covid Vaccine			50.00	50.00
VPTO	16.0000	5.00	80.00	400.00
CA Sup Covid				128.00
Holiday				384.00
Safety Incent				150.00
Sick Time				384.00
Gross Pay			\$1,352.80	14,884.64

* Excluded from federal taxable wages

Your federal taxable wages this period are
\$1,305.05

Other Benefits and Information	this period	total to date
Er Match 100%	67.64	744.22
Gross	1,352.80	
Hours	80.99	
SCK	28.98	
Vacation	60.34	508.68
VJ2	2.70	
VJ3	4.67	
Totl Hrs Worked	80.99	

Deductions	Statutory		
	Federal Income Tax	-130.71	1,562.89
	Social Security Tax	-81.75	916.48
	Medicare Tax	-19.12	214.34
	CA State Income Tax	-13.36	161.51
	CA SDI Tax	-15.82	177.38
	Other		
	Dental 125	-10.07*	30.21
	Medical 125	-21.21*	63.63
	Roth	-54.11	595.38
	Vision	-2.94*	8.82
	401K	-13.53*	148.84
	Net Pay	\$990.18	
	Checking #1	-990.18	
	Net Check	\$0.00	

Important Notes

BASIS OF PAY: HOURLY

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AOCUSA
1601 MCCLOSKEY BLVD.
TAMPA, FL 33605
(813)248-1988

Advice number: 00000190127
Pay date: 05/17/2021

Deposited to the account of
ELVIRA VILLEGAS

account number	transit	ABA	amount
	XXXX	XXXX	\$990.1

THIS IS NOT A CHECK

NON-NEGOTIABLE

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **August 30, 2022**, I served [X] true copies [] originals of the following document(s):
FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT. I served the document(s) on the person(s) below as follows:

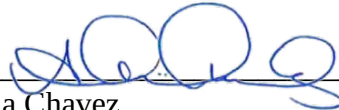
Mark A. Neubauer, Esq. Scott L. Menger, Esq. Justin R. Peters, Esq. CARLTON FIELDS, LLP 2029 Century Park East, Ste. 1200 Los Angeles, CA 90067	Attorneys for Defendant AOCLSC, INC. dba AOCUSA AND AMALIE OIL Telephone: (310) 843-6300 Facsimile: (310) 843-6301 Email: mneubauer@carltonfields.com smenger@carltonfields.com jrpeters@carltonfields.com
Amir H. Seyedfarshi, Esq. EMPLOYMENT RIGHTS LAW GROUP, APC 1180 South Beverly Dr. Ste. 320 Los Angeles, CA 90035	Co-Counsel for Plaintiff ELVIRA VILLEGAS Telephone: (424) 777-0964 Email: amir@employmentrightslawgroup.com

The document(s) were served by the following means:

☒ **By e-mail:** Based upon court order or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address achavez@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **August 30, 2022**, at Long Beach, California.



Alicia Chavez