

1 Ian Pancer, Esq (SBN 246600)  
2 Joe Virgilio, Esq (SBN 344081)  
3 Pancer Law Corporation  
4 4603 Mission Blvd. Suite 220  
5 San Diego, California 92109  
6 Telephone: (619) 955-6644  
7 Email: ian@sandiegolegal.net, joe@sandiegolegal.net

ELECTRONICALLY FILED  
Superior Court of California,  
County of San Diego

2/28/2025 7:29:20 AM

Clerk of the Superior Court  
By J. Siharath ,Deputy Clerk

Attorneys for Plaintiff,  
Oremia Chavez on behalf of the putative class  
and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN DIEGO – CENTRAL DIVISION**

Oremia Chavez, on behalf of all other aggrieved  
employees,

Plaintiff,

v.

Culinary Specialties, Inc., a California  
Corporation, Christian Schragner, an individual,  
and DOES 1 to 100,

Defendants.

Case No.: 25CU010609C

**INDIVIDUAL, CLASS AND PAGA  
ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

- 1. Failure to Pay State  
Minimum/Regular Wages;**
- 2. Failure to Pay State Overtime  
Wages;**
- 3. Failure to Timely Pay Wages;**
- 4. Meal and Rest Break Labor Code  
Violations;**
- 5. Inaccurate Wage Statements;**
- 6. Failure to Maintain Payroll Records;**
- 7. PAGA Claim for Miscellaneous  
Labor Code Provisions**

1 Plaintiff OREMIA CHAVEZ (“Plaintiff”), on behalf of herself and acting for the interests of  
2 other current and former employees (cumulatively, “Plaintiffs,” “Class Members” or  
3 “Aggrieved Employees”), hereby alleges against the named Defendants the following:

#### 4 **INTRODUCTION**

5 1. This is a wage and hour individual, class, and representative action under Code Civil  
6 Procedure § 382 and the Private Attorneys General Act (“PAGA”) of 2004, as amended,  
7 Labor Code §§ 2698, *et seq.* case seeking unpaid wages and related remedies.

8 2. By this action, Class Members seek all legal remedies available to them caused by  
9 Defendants’ violations of California law.

#### 10 **JURISDICTION AND VENUE**

11 3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction  
12 is proper in the Superior Court of California, County of San Diego, State of California  
13 because Class Members allege claims arising under California law.

14 4. This Court has jurisdiction over the Defendants because each is an association,  
15 corporation, business entity, or individual that conducts business in the State of California,  
16 County of San Diego.

17 5. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the  
18 Superior Court of California for the County of San Diego because this is where Defendant  
19 employed Plaintiff and engaged in the wrongdoing described herein.

#### 20 **PARTIES**

21 6. Plaintiff OREMIA CHAVEZ is an individual over the age of 18, and at all times  
22 during her employment by Defendants herein was a resident of the County of San Diego,  
23 California.

24 7. Defendant CULINARY SPECIALTIES, INC. (Hereinafter referred to as “CSI,” or  
25 “Defendant”), is a California corporation doing business at all relevant times herein in the  
26 County of San Diego in the State of California.

27 8. Defendant CHRISTIAN SCHRAGNER is an individual who is and was at all times a  
28 managing agent of Defendant Culinary Specialties, Inc. and caused the Labor Code

violations alleged herein.

9. CSI, Schragner and all DOE Defendants are collectively referred to herein as “Defendants.”

10. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 to 100, are unknown to Class Members at this time. Class Members therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Class Members will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 to 100 when the correct identities are ascertained. Class Members are informed and believe, and based thereon allege, that each of the DOE Defendants is in some manner liable to Class Members for the events and actions alleged herein. All named Defendants and DOES 1 to 100 are included in the definition of “Defendants.”

11. Class Members are informed and believe, and based thereon allege, that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

12. Class Members are informed and believe, and based thereon allege, that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

13. Class Members are informed and believe, and based thereon allege, that each of the Defendants was an agent, officer, director, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Class Members and the Aggrieved Employees for the acts alleged herein.

1 14. Class Members are informed and believe, and based thereon allege, that each of the  
2 Defendants are liable to Class Members under legal theories and doctrines including but  
3 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego,  
4 based in part, on the facts set forth below.

5 15. Class Members are informed and believe, and based thereon allege, that each of the  
6 named Defendants are part of an integrated enterprise and have acted or currently act as the  
7 employer and/or joint employer of Class Members and Aggrieved Employees, making each  
8 of them liable for the wage and hour violations alleged herein.

9 **FACTUAL ALLEGATIONS**

10 16. Defendants own and operate a food manufacturing and processing plant in San Diego  
11 County in the state of California.

12 17. Plaintiff began her employment with Defendants on or around September 12, 2023.

13 18. Plaintiff remains employed by Defendants at the time of the filing of this Complaint.

14 19. Plaintiff is employed in the production department and her duties include cleaning  
15 and preparing chicken meat.

16 20. Plaintiff is a non-exempt, hourly employee, working full time.

17 **Failure to Pay Wages**

18 21. Since Plaintiff's employment began, Defendants have had a policy requiring Plaintiff  
19 and her co-workers to arrive at least 5-minutes prior to their scheduled shifts (and prior to  
20 clocking in) in order to don – that is, to prepare for their shifts by putting on aprons, caps,  
21 and shoes. Class Members are also required to submit to an inspection by their supervisors  
22 to ensure they are in compliance with the dress and grooming requirements imposed by  
23 Defendants, including have their hair pulled back, having nails cut short, etc. Frequently,  
24 Class Members must wait behind their coworkers to engage in the donning tasks, further  
25 delaying their ability to clock in, even after they have fallen under the control of  
26 Defendants and begun their compensable time. The donning time is not compensated.

27 22. Additionally, after clocking out, Class Members are required to doff, including  
28 removing their aprons, caps, and shoes, which doffing time is not compensated.

23. This donning process takes approximately, at minimum, 5 minutes, and the doffing process also takes multiple minutes..

24. Class Members are not paid for this time; only after they perform the donning process are they permitted to clock in to work by fingerprint scan.

25. Plaintiff and her coworkers are required to clock out prior to performing the doffing process.

26. Defendants frequently interrupt Plaintiff and her co-workers during their rest breaks prior to the end of the ten-minute period to direct Plaintiff and her co-workers to return to work.

27. Though Defendants would interrupt and end Plaintiff and her co-workers' breaks prior to the ten-minute period, Defendants never paid Plaintiff or her co-workers rest break premiums.

28. Throughout Plaintiff's employment, she frequently worked shifts over 10 hours per day.

29. Plaintiff never received a 2<sup>nd</sup> meal period for any shift that she worked 10 hours or greater in length.

30. Defendants frequently required Plaintiff and her co-workers to sign meal period waivers on occasions when Defendants were required to, and did not, provide Class Members with the required meal periods – e.g., on shifts over five hours and on shifts over 10 hours when a second meal period was not provided. Critically, these meal period waiver forms were always presented to Class Members *after* the missed meal period, depriving Class Members of any choice to waive a meal period and rendering the alleged waiver involuntary and ineffective.

#### **Noncompliant Wage Statements**

31. During all times relevant, and pursuant to company policy and/or practice and/or direction and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants issued confusing and inaccurate wage and earning statements to Aggrieved Employees.

32. Specifically, Plaintiff's pay stubs were deficient (Lab. Code § 226(a)(8)), in that they failed to state an address for the employer, stating only San Marcos CA. 92078, and failed to state a street address, and they did not accurately state the name of the employer, stating Culinary-S Services, Inc., rather than the actual employer, which was Culinary Specialties, Inc.

33. The wage statements also failed to accurately state the total number of hours worked by Class Members due to the off-the-clock work donning and doffing, and shortened rest periods (Lab. Code § 226(a)(2)), they failed to accurately state Plaintiff's gross wages and net wages because the wages were calculated based on undercounted hours (donning and doffing and fictitious and shortened rest periods) and failed to state meal and rest period premium wages (Lab. Code § 226(a)(1),(5)).

**Failure to Maintain Records**

34. Lab. Code § 1174 required Defendants to maintain time records showing when Plaintiff began and ended each work period, showing Plaintiff's meal periods, and showing Plaintiff's total daily hours worked.

35. Further, Lab. Code § 1174 required Defendant to itemize in wage statements all deductions from payment of wages to Plaintiff, notate Plaintiff's total compensation earned, and notate Class Members' rate of pay.

36. Defendant failed to maintain records that met these requirements.

**Unpaid Minimum/Regular Wages**

37. During all times relevant, and pursuant to company policy and/or practice and/or direction, Class Members are informed and believe, and based thereon allege, that Defendants, based on the policies implemented and enforced by Defendants, failed to pay Class Members and Aggrieved Employees all their regular/minimum/ prevailing wages, in an amount to be proven at trial.

38. The basis for Class Members' and Aggrieved Employees' unpaid minimum wage/regular wage claim is, among other things, the above alleged policies implemented by Defendants, such as Defendants' requirement that Class Members and Aggrieved

1 Employees to perform off-the-clock work donning and doffing and during shortened rest  
2 periods, among other things.

3 **Meal and Rest Break Claims**

4 39. During all times relevant, Class Members are informed and believe and therefore  
5 allege that Defendants, based on the policies implemented and enforced by Defendants,  
6 failed to permit Class Members and Aggrieved Employees to take all of their compliant  
7 off-duty meal and rest breaks during the required timeframe as required by law and failed  
8 to pay them premium pay in lieu thereof, in an amount to be proven at trial.

9 40. Many times, in an amount to be proven at trial, Class Members are informed and  
10 believe and therefore allege that in cases where Class Members and Aggrieved Employees  
11 worked more than five and/or ten hours in a workday, they were deprived of timely and  
12 uninterrupted meal breaks, and Defendants failed to pay them premium pay for their  
13 missed or noncompliant meal breaks.

14 41. Additionally, class members were never provided with a compliant meal break  
15 because, at all times, they remained subject to the employer's control for at least part of the  
16 meal break. That is because if they left the premises they would've had to first doff their  
17 protective equipment, after clocking out, and would have had to don their protective  
18 equipment before clocking back in, thereby remaining under the control of defendants for a  
19 significant fraction of the meal period.

20 42. Because of Defendants' policy, Defendants prevented Class Members and Aggrieved  
21 Employees from taking all their uninterrupted rest breaks they had the right to enjoy in an  
22 amount to be proven at trial, and Defendants failed to pay them premium pay as required  
23 under California law. (*Augustus v. ABM Security Services* (2016) 2 Cal.5th 257.)

24 **Derivative PAGA Claims**

25 43. During all times relevant, and pursuant to company policy and/or practice and/or  
26 direction, Aggrieved Employees did not receive their final paychecks immediately upon  
27 involuntary termination or within 72 hours of voluntary separation, Defendants did not pay  
28 all final wages at the location of employment, and said final paychecks did not include all

1 wages due to the employee.

2 44. Based on the foregoing misconduct, Defendants issued Class Members erroneous  
3 paystubs.

4 45. To date, Class Members are informed and believe, and therefore allege, that  
5 Defendants have not paid Aggrieved Employees all wages due and payable, in an amount  
6 to be proven at trial in violation of Labor Code § 203 and 256 via PAGA.

7 **REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

8 46. This wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699  
9 generally consists of the following group:

10 47. **All current or former nonexempt employees who worked for the Defendants in**  
11 **the state of California from one year before the PAGA submission to the date of final**  
12 **judgment in this action.**

13 48. All members of the represented group will be referred to as the “Aggrieved  
14 Employees.”

15 49. The “Representative Period” means from **one year before the PAGA submission**  
16 **through the date of final judgment in this action.**

17 50. California law provides that an employee may file an action against an employer for  
18 penalties in connection with violations of the Labor Code and Wage Orders on behalf of  
19 him or herself and other aggrieved current and former employees.

20 51. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved  
21 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer,  
22 within the meaning of California Labor Code § 558, who violated or caused to be violated,  
23 a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
24 hours and days of work in any Order of the Industrial Welfare Commission and, as such,  
25 are subject to penalties for each underpaid employee as set for in Labor Code § 558.

26 52. As set forth in further detail below, as a result of the analysis and investigation of the  
27 Plaintiff’s claims, Plaintiff has sent letters to the California Labor and Workforce  
28 Development Agency (hereinafter referred to as “LWDA”) and to Defendants informing

Defendants of Class Members' claims and their intent to pursue litigation.

### **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

53. Class Members are informed and believe that more than 65 days will elapse from the time they send their written notice to the Labor Workforce Development Agency (LWDA) and Defendants of the specific sections of the California Labor Code that Defendants violated, and that the LWDA will not investigate or assume jurisdiction over this action.

54. Thus, Class Members will have exhausted their administrative remedies and will be entitled to pursue claims and remedies as authorized by PAGA.

55. The Causes of Action alleged herein are appropriately suited for a Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

a. This action alleges violations of California Labor Code provisions that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Class Members are "aggrieved employees" because Class Members were employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against them; and

c. Class Members will have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

### **CLASS ACTION ALLEGATIONS**

56. Plaintiff brings this action on behalf of herself and all others similarly situated as a Class Action.

57. The "Class Period" is the time from four years prior to the filing date of this action and the date of final judgment.

58. Plaintiff seeks to represent a class composed of and defined as follows:

59. **Plaintiff Class:** All current and former nonexempt employees who worked in the state of California for Defendants at any time during the Class Period.

60. Plaintiff also seeks to represent the following subclasses defined as follows:

**Unpaid Regular Wage Subclass:** All members of the Plaintiff Class who were not paid all

wages due during the applicable statute of limitations period.

**Unpaid Overtime Wage Subclass:** All members of the Plaintiff Class who worked more than eight hours a day or more than 40 hours in a workweek during the applicable statute of limitations period and were not paid all wages due.

**Wage Statement Subclass:** All current and former nonexempt employees who worked in the state of California for Defendants at any time from one year prior to the filing date of this action to the date of final judgment.

**Meal Break Subclass:** All members of the Plaintiff Class who, during the applicable statute of limitations period worked for Defendants in California as an hourly-paid non-exempt employee and were not provided compliant meal breaks and were not provided one hour of pay at their regular rate of compensation in lieu thereof during the applicable statute of limitations period.

**Rest Break Subclass:** All members of the Plaintiff Class who, during the applicable statute of limitations period worked for Defendants in California as an hourly-paid non-exempt employee and were not provided rest breaks and were not provided one hour of pay at their regular rate of compensation in lieu thereof during the applicable statute of limitations period.

**Waiting Time Penalty Subclass:** All members of Plaintiff Class whose employment was terminated during the applicable statute of limitations period and did not receive all wages in a timely manner as required by Labor Code §§ 201-204.

**UCL Subclass:** All members of the Plaintiff Class to whom Defendants owe restitution as a result of unpaid wages, rest period premiums, or meal period premiums during the Class Period.

61. The above-mentioned members of the Plaintiff Class or any subclass will collectively be referred to as or “Class Members.”

62. Class Members reserve the right to amend or modify the class description with greater specificity or further division into Classes or limitation to particular issues.

63. This action is brought and may properly be maintained as a Class Action because

1 there is a well-defined community of interest in the litigation and the proposed Class  
2 Members are easily ascertainable.

3 **i. Numerosity**

4 64. The potential members of the Class as defined are so numerous or many, that joinder  
5 of all the members of the Class is impracticable.

6 65. While the precise number of Class Members has not been determined at the time,  
7 Defendants currently employ, and during the relevant time periods employed, more than  
8 100 Class Members.

9 66. Accounting for employee turnover during the relevant periods necessarily increases  
10 the number substantially.

11 **ii. Commonality**

12 67. There are questions of law and fact common to the Class that predominates over any  
13 questions affecting only individual Class Members.

14 68. Common questions of law and fact include, without limitation and subject to possible  
15 further amendment, the following:

16 a. Whether Defendants' policy or practice of not paying Class Members compensation  
17 for donning and doffing time is illegal;

18 b. Whether Defendants violated Labor Code § 226 by not providing Class Members  
19 with paystubs reflecting donning and doffing time, and meal and rest period premium pay  
20 due.

21 c. Whether Defendants violated the meal and rest break laws in California;

22 d. Whether Defendants promptly paid all wages owed to Class members after the  
23 termination of the Class members' employment;

24 e. Whether Defendants failed to maintain records; and

25 f. Whether Class Members and the members of the Classes may recover remedies  
26 pursuant to Business & Professions Code §§ 17200, *et seq.*

27 **iii. Typicality**

28 69. Plaintiff's claims are typical of the claims of the respective Classes because Class

1 Members and members of the proposed Classes sustained similar injuries and damages  
2 arising out of and caused by Defendants' common courses of conduct and policies in  
3 violation of laws, regulations that have the force and effect of law and statutes as alleged  
4 herein.

5 **iv. Adequacy of Representation**

6 70. Plaintiff has no conflicts of interest with other Class Members and will prosecute the  
7 case vigorously on behalf of the Classes.

8 71. Counsel representing Plaintiff and the putative Classes are competent and  
9 experienced in litigating employment class actions, including wage and overtime class  
10 actions.

11 72. Plaintiff will fairly and adequately represent and protect the interests of the Class  
12 Members.

13 **v. Superiority of Class Action and Manageability**

14 73. A class action is superior to other available means for the fair and efficient  
15 adjudication of the controversy because individual joinder of all Class Members is not  
16 practicable, and questions of law and fact common to the Classes predominate over any  
17 questions affecting only individual members of the Classes.

18 74. Each Class Member was damaged or suffered injury and may recover remedies  
19 because of Defendants' illegal policies and/or practices.

20 75. Class Action treatment will allow those similarly situated persons to litigate their  
21 claims in the manner that is most efficient and economical for the parties and the judicial  
22 system.

23 76. Plaintiff is unaware of any difficulties likely to be encountered in the management of  
24 this action that would preclude maintenance as a Class Action.

25 77. At the appropriate time, Plaintiff will present a trial methodology and plan that will  
26 streamline the action, base liability and damages on common evidence and common modes  
27 of proof through Defendants' corporate records, testimony of corporate common policy and  
28 practices, representative evidence, sampled and presented in a manner consistent with

1 recognized scientific and statistical principles.

2 78. Such methodology may include bifurcation of liability and damages, the use of  
3 professionally administered survey evidence, seeking adjudication of class-wide legal  
4 issues of specific claims or preliminary factual issues, and other methods or proposals to  
5 manage class-wide determinations common to all persons in the proposed Class.

6 79. For the reasons alleged in this Complaint, this action should be certified as a Class  
7 Action.

8 **FIRST CAUSE OF ACTION**

9 **Individual, Class, and Representative Claim via PAGA for**

10 **Failure to Pay Local/State Minimum/Regular Wages**

11 **in Violation of California Labor Code § 1194, 1197, 1198, and the applicable**  
12 **Industrial Welfare Commission (“IWC”) Wage Order via § 1198, and Where**  
13 **applicable the Local Min. Wage Ordinance**

14 (By the Unpaid Regular Wage Subclass and all Aggrieved Employees Against all  
15 Defendants)

16 80. Class Members re-allege and incorporate by reference the foregoing and subsequent  
17 allegations as though set forth herein.

18 81. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1198, 1771, 1774, 1776, 1811, and  
19 1815 it is unlawful for a California employer to suffer or permit an employee to work  
20 without paying wages for all hours worked, as required by the applicable Industrial Welfare  
21 Commission (“IWC”) Wage Order, including but not limited to Wage Order 1, and  
22 applicable local law.

23 82. During all times relevant, Defendants were required to pay Class Members and other  
24 Aggrieved Employees their respective hourly rate for all hours worked and/or minimum  
25 wages per state law, applicable local law, and/or prevailing wage law.

26 83. During all times relevant, at least one of the IWC Wage Orders applied to Class  
27 Members’ employment with Defendants.

28 84. Pursuant to the applicable Wage Order, “hours worked” include the time during

1 which an employee is “suffered or permitted to work, whether or not required to do so.”

2 85. Under state and, where appropriate, local law, every employer must pay each  
3 nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County Minimum Wage  
4 Ordinance (Chap. No. 8.100.010, *et seq.*); City of San Diego Minimum Wage Ordinance, §  
5 39.0107, etc.)

6 86. During the Representative Period and based on the misconduct alleged above, Class  
7 Members are informed and believe, and therefore allege, that Defendants did not pay Class  
8 Members and Aggrieved Employees minimum/regular/prevaling wages for all hours  
9 suffered or permitted to work in violation of state and/or local law. (Labor Code §§ 1194,  
10 1197.1, *et seq.*)

11 87. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the  
12 payment of a wage less than the minimum wage “applicable to the employee” including  
13 attorneys’ fees, costs, and interest.

14 88. At all material times, Defendants were and/or are Aggrieved Employees’ employers  
15 or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of  
16 California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section  
17 of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and  
18 days of work in any Order of the Industrial Welfare Commission and, as such, are subject  
19 to civil penalties for each underpaid employee as set for in Labor Code § 558.

20 89. In committing the violations of state law as herein alleged, including, without  
21 limitation, by failing to pay donning and doffing time, Class Members are informed and  
22 believe based there upon allege that Defendants have knowingly and willfully refused to  
23 perform their obligations to compensate Aggrieved Employees for all wages earned and all  
24 hours worked.

25 90. As a direct result, Aggrieved Employees have suffered and continue to suffer,  
26 substantial losses related to the use and enjoyment of such compensation, wages, lost  
27 interest on such monies and expenses and attorneys’ fees in seeking to compel Defendants  
28 to fully perform their obligations under state and/or local law.

1 91. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of  
2 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
3 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
4 subsequent violation in which Defendants violated the minimum wage and/or regular wage  
5 provisions of the Labor Code, including but not limited to §§ 216, 218, 218.5, 558,  
6 1182.12, 1194, 1194.2, and 1197, the exact amount of the applicable penalty is all in an  
7 amount to be shown according to proof at trial.

8 92. Pursuant to Labor Code § 2699, Class Members and Aggrieved Employees seek to  
9 recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred  
10 herein.

## 11 **SECOND CAUSE OF ACTION**

### 12 **Individual, Class, and Representative Claim via PAGA for** 13 **Failure to Pay State Overtime and/or Double-Time Compensation** 14 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,** 15 **1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 via the Applicable IWC Wage Order** 16 **(by the Unpaid Overtime Wage Subclass and all Aggrieved Employees Against all** 17 **Defendants)**

18 93. Class Members re-allege and incorporate by reference the foregoing and subsequent  
19 allegations as though set forth herein.

20 94. California law requires an employer to pay each employee for his/her actual hours  
21 worked. (*See* Cal. Labor Code §§ 200, 226.)

22 95. During all times relevant, one or more of the IWC Wage Orders applied to Class  
23 Members' employment with Defendants.

24 96. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 7, "hours  
25 worked" include the time during which an employee is "suffered or permitted to work,  
26 whether or not required to do so."

27 97. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage  
28 Order(s), including Wage Order 7, for each hour (or fraction thereof) an employee works

1 up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the  
2 employee's regular hourly wage. For each hour (or fraction thereof) an employee works  
3 over forty (40) hours in a week or more than eight (8) hours in a workday the employer  
4 must pay the rate of one and a half times the employee's regular hourly wage.

5 98. For each hour (or fraction thereof) an employee works more than twelve (12) hours  
6 in one day or more than eight (8) hours a day on the seventh consecutive day of work, the  
7 employer must compensate the employee at the rate of no less than twice the regular rate of  
8 pay for that employee.

9 99. During all times relevant, and pursuant to company policy and/or practice and/or  
10 direction, Class Members are informed and believe, and therefore allege, that Defendants  
11 required Class Members and the Aggrieved Employees to work more than 40 hours per  
12 week and/or eight hours in a workday and Defendants did not pay Plaintiff and the  
13 Aggrieved Employees all overtime compensation to which they should have received.

14 100. According to § 49.1.1 of the California Division of Labor Standards and Enforcement  
15 Policies and Interpretations Manual, "In California, as with the federal FLSA, overtime is  
16 computed based on the regular rate of pay. The regular rate of pay includes many different  
17 kinds of remuneration, for example: hourly earnings, salary, piecework earnings,  
18 commissions, *certain bonuses*, and the value of meals and lodging." (Emphasis added.)

19 101. As alleged herein, Defendants failed to, among other things alleged in this  
20 Complaint, pay wages for donning and doffing time.

21 102. In committing the violations of state law as herein alleged, Defendants have  
22 knowingly and willfully refused to perform their obligations to compensate Aggrieved  
23 Employees for all wages earned and all hours worked.

24 103. At all material times, Defendants were and/or are Aggrieved Employees' employers  
25 or persons acting on behalf of Aggrieved Employees' employer, within the meaning of  
26 California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section  
27 of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and  
28 days of work in any Order of the Industrial Welfare Commission and, as such, are subject

1 to penalties for each underpaid employee as set for in Labor Code § 558.

2 104. In committing the violations of state law as herein alleged, Defendants have  
3 knowingly and willfully refused to perform their obligations to compensate Aggrieved  
4 Employees for all wages earned and all hours worked.

5 105. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of  
6 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
7 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
8 subsequent violation in which Defendants violated the overtime provisions of the Labor  
9 Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties  
10 sought is in an amount to be shown according to proof at trial.

11 106. Pursuant to Labor Code § 2699, Class Members seek to recover from Defendants,  
12 and each of them, penalties, attorneys' fees, and costs incurred herein.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **Individual, Class, and Representative Claim via PAGA for** 15 **Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of** 16 **California Labor Code §§ 201, 201.3, 202, 203, 204, 204b,** 17 **218.5, 218.6, 256, and 1198 via the applicable Wage Order**

18 (By the Waiting Time Penalty Subclass and all Aggrieved Employees Against all  
19 Defendants)

20 107. Class Members re-allege and incorporate by reference the foregoing and subsequent  
21 allegations as though set forth herein.

22 108. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages  
23 earned and unpaid at the time of discharge are due and payable immediately."

24 109. Pursuant to Labor Code § 202, "If an employee not having a written contract for a  
25 definite period quits his or her employment, his or her wages shall become due and payable  
26 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice  
27 of his or her intention to quit, in which case the employee is entitled to his or her wages at  
28 the time of quitting."

1 110. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay,  
2 without abatement or reduction, ... any wages of an employee who is discharged or who  
3 quits, the wages of the employee shall continue as a penalty from the due date thereof at the  
4 same rate until paid or until an action therefore is commenced; but the wages shall not  
5 continue for more than 30 days. ...”

6 111. Pursuant to Labor Code § 204, “all wages ... earned by any person in any  
7 employment are due and payable twice during each calendar month, on days designated in  
8 advance by the employer as the regular paydays.”

9 112. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee  
10 during any calendar week and prior to or on the regular payday shall be paid for not later  
11 than the regular payday of the employer for such weekly-paid employee falling during the  
12 following calendar week.”

13 113. Class Members are informed and believe, and therefore allege, that Defendants did  
14 not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor  
15 Code §§ 201, 202, 204 and/or 204b and therefore Class Members seek the unpaid wages.

16 114. Defendants failed to pay the Waiting Time Penalty Subclasses all wages due for  
17 donning and doffing time, and all meal and rest period premium pay as alleged herein.

18 115. To date, Defendants have not paid Plaintiff and Aggrieved Employees all earned  
19 wages as required by law.

20 116. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved  
21 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer,  
22 within the meaning of California Labor Code § 558, who violated or caused to be violated,  
23 a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating  
24 hours and days of work in any Order of the Industrial Welfare Commission and, as such,  
25 are subject to penalties for each underpaid employee as set for in Labor Code § 558.

26 117. In committing the violations of state law as herein alleged, Defendants have  
27 knowingly and willfully refused to perform their obligations to compensate Aggrieved  
28 Employees for all wages earned and all hours worked.

1 118. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of  
2 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
3 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
4 subsequent violation in which Defendants violated Labor Code §§ 201, 202, 203, 204,  
5 204b, and 256.

6 119. Class Members and Aggrieved Employees have been deprived of their rightfully  
7 earned wages as a direct and proximate result of Defendants' failure and refusal to pay said  
8 compensation and for the reasons alleged in this Complaint

9 120. Class Members seek all waiting time penalties, interest, attorneys' fees, costs,  
10 damages, and other remedies pursuant to PAGA in an amount to be proven at trial.

#### 11 **FOURTH CAUSE OF ACTION**

#### 12 **Individual, Class, and Representative Claim via PAGA for** 13 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§** 14 **226.7, 512, 551, 552, and 1198 via the applicable IWC Wage Order**

15 (By the Meal Break Subclass, the Rest Break Subclass, and all Aggrieved Employees  
16 Against all Defendants)

17 121. Class Members re-allege and incorporate by reference the foregoing and subsequent  
18 allegations as though set forth herein.

19 122. Based on the misconduct alleged in this Complaint, Class Members are informed and  
20 believe, and therefore allege, that Defendants failed to pay Class Members and Aggrieved  
21 Employees premium pay for all their missed meal and rest breaks and failed to comply with  
22 Labor Code §§ 226.7, 512, and 1198.

23 123. Additionally, class members were never provided with a compliant meal break  
24 because, at all times, they remained subject to the employer's control for at least part of the  
25 meal break. That is because if they left the premises they would've had to first doff their  
26 protective equipment, after clocking out, and would have had to don their protective  
27 equipment before clocking back in, thereby remaining under the control of defendants for a  
28 significant fraction of the meal period.

1 124. Because of Defendants' illegal pay practices, Class Members are informed and  
2 believe, and therefore allege, that said Defendants failed to pay Class Members and  
3 Aggrieved Employees for all meal and rest breaks despite their requirement under  
4 California law and, as such, all culpable Defendants are required to pay Plaintiff and  
5 Aggrieved Employees for rest break and/or meal break premium wages.

6 125. Class Members are informed and believe, and therefore allege, that Defendants also  
7 failed to provide Plaintiff, and Aggrieved Employees, legally compliant meal and rest  
8 periods, or compensation in lieu thereof, during their employment by said Defendants.

9 126. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of  
10 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
11 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
12 subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7  
13 and 512, the exact amount of the applicable penalty is all in an amount to be shown  
14 according to proof at trial.

15 127. Wherefore, Class Members request all remedies available to them and to the  
16 Aggrieved Employees pursuant to PAGA.

### 17 **FIFTH CAUSE OF ACTION**

#### 18 **Individual, Class, and Representative Claim via PAGA for** 19 **Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198** 20 **via the applicable IWC Wage Order**

21 (The Wage Statement Class and all Aggrieved Employees Against all Defendants)

22 128. Class Members re-allege and incorporate by reference the foregoing and subsequent  
23 allegations as though set forth herein.

24 129. The wage statements issued by Defendants to Class Members were in violation of  
25 Labor Code Section 226(a)(8) because they failed to state an address for the employer,  
26 stating only San Marcos CA. 92078 and failing to state a street address for the employer,  
27 and they did not accurately state the name of the employer, stating Culinary-S Services,  
28 Inc., rather than the actual employer, which was Culinary Specialties, Inc.

1 130. Class Members allege that Labor Code § 226 subdivision (a) requires, in pertinent  
2 part, that every employer shall, “semimonthly or at the time of each payment of wages,  
3 shall furnish to his or her employees, either as a detachable part of the check, draft, or  
4 voucher paying the employee's wages, or separately if wages are paid by personal check or  
5 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total  
6 hours worked by the employee. . . (3) the number of piece-rate units earned and any  
7 applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,  
8 provided that all deductions made on written orders of the employee may be aggregated  
9 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which  
10 the employee is paid, (7) the name of the employee and only the last four digits of his or  
11 her social security number..., (8) the name and address of the legal entity that is the  
12 employer. . . , and (9) all applicable hourly rates in effect during the pay period and the  
13 corresponding number of hours worked at each hourly rate by the employee and, beginning  
14 July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3,  
15 the rate of pay and the total hours worked for each temporary services assignment. . .”  
16 (Labor Code § 226 subdivision (a).)

17 131. Upon information and belief, during all times relevant to this action, Defendants did  
18 not provide accurate wage statements throughout the Representative Period and, thus, Class  
19 Members assert this claim both as a stand-alone claim and derivative of their unpaid wage  
20 claims.

21 132. On numerous occasions, an exact amount by which will be proven at trial,  
22 Defendants violated various provisions of § 226, including but not limited to subdivisions  
23 (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Class Members and the  
24 Aggrieved Employees accurate itemized statements in writing accurately showing gross  
25 wages earned, total hours worked by the employee, net wages earned, and rates of pay,  
26 among other things.

27 133. Under Labor Code Section 226(e)(1) An employee suffering injury as a result of a  
28 knowing and intentional failure by an employer to comply with subdivision (a) is entitled

1 to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
2 which a violation occurs and one hundred dollars (\$100) per employee for each violation in  
3 a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars  
4 (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

5 134. All employees who were subject to the wage statement violations alleged herein were  
6 injured by each of the wage statement violations, all of which were intentional, and such  
7 employees are entitled to the statutory damages provided for in Labor Code Section  
8 226(e)(1).

9 135. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of  
10 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
11 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
12 subsequent violation in which all culpable Defendants violated the applicable Cal. Labor  
13 Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all  
14 in an amount to be shown according to proof at trial.

15 136. Cal. Labor Code § 226.3 imposes upon all culpable Defendants a penalty of two  
16 hundred fifty dollars (\$250.00) for each aggrieved employee per pay period for the initial  
17 violation and one thousand dollars (\$1,000.00) for each aggrieved employee per pay period  
18 for each subsequent violation in which all culpable Defendants violated the applicable Cal.  
19 Labor Code provisions alleged in this Complaint, the exact amount of the applicable  
20 penalty in an amount to be shown according to proof at trial.

21 137. Pursuant to Labor Code § 2699, Class Members and Aggrieved Employees seek to  
22 recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred  
23 herein under §§ 226, 226.3, and 226.6 in an amount to be proven at trial.

## 24 **SIXTH CAUSE OF ACTION**

### 25 **Individual, Class, and Representative Claim via PAGA for**

### 26 **Failure to Maintain Required Records in Violation of California**

### 27 **Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

28 (By the Plaintiff Class and all Aggrieved Employees Against All Defendants)

1 138. As a separate and distinct cause of action, Plaintiff re-alleges and incorporates by  
2 reference, as though fully set forth herein, all the allegations contained in this Complaint,  
3 excepting those allegations that are inconsistent with this cause of action.

4 139. The applicable wage order including at § 7 requires every employer to maintain time  
5 and payroll records.

6 140. Class Members are informed and believe and based thereon allege that during all  
7 times relevant, Defendants failed to comply with § 7 of the applicable Wage Order and  
8 with Labor Code § 1174 by failing to maintain certain records which employers are  
9 required to maintain, including but not limited to, an accurate record indicating the number  
10 hours worked by the Class Members.

11 141. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of  
12 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial  
13 violation and two hundred (\$200.00) for each aggrieved employee per pay period for each  
14 subsequent violation in which all culpable Defendants violated the applicable Cal. Labor  
15 Code provisions alleged in this Complaint, the exact amount of the applicable penalty to be  
16 shown according to proof at trial.

17 142. For the reasons alleged herein, Class Members seek all available remedies pursuant  
18 to PAGA in an amount to be proven at trial including but not limited to penalties,  
19 attorneys' fees, costs, and interest pursuant to law.

## 20 **SEVENTH CAUSE OF ACTION**

21 **Individual and Representative Claim for PAGA Penalties and Wage Under California**  
22 **Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision**  
23 **(k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205,**  
24 **205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222,**  
25 **222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231,**  
26 **subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351,**  
27 **353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511,**  
28 **513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,**

**970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7**

(Against all Defendants)

143. Class Members and Aggrieved Employees re-allege and incorporate by reference, as though fully set forth herein, all the allegations contained in this Complaint, excepting those allegations that are inconsistent with this cause of action.

144. Aggrieved Employees have sent their written notice to the Labor Workforce Development Agency (LWDA) and Defendants of the specific sections of the California Labor Code Defendants violated and continue to violate.

145. Aggrieved Employees will file an amended complaint once they have exhausted their administrative remedies and are entitled to pursue claims and remedies as authorized by PAGA.

146. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

147. Aggrieved Employees are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Aggrieved Employees are entitled to penalties under Labor Code §§ 2698 and 2699.

1 148. Aggrieved Employees are aggrieved because they were employed by the alleged  
2 violator and had one or more of the alleged violations committed against Class Members,  
3 and therefore are properly suited to represent the interests of other current and former  
4 Represented Employees.

5 149. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for  
6 violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,  
7 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of  
8 Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3,  
9 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section  
10 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections  
11 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850,  
12 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102,  
13 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section  
14 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297,  
15 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and  
16 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,  
17 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,  
18 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800,  
19 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
20 and 6399.7.

21 150. Labor Code § 558 establishes a civil penalty as follows: Any employer or other  
22 person acting on behalf of an employer who violates, or causes to be violated, a section of  
23 this chapter or any provision regulating hours and days of work in any order of the  
24 Industrial Welfare Commission (including the “Hours and Days of Work” section of the  
25 Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars  
26 (\$50) for each underpaid employee for each pay period for which the employee was  
27 underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each  
28 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay

1 period for which the employee was underpaid in addition to an amount sufficient to recover  
2 underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the  
3 affected employee.

4 151. Aggrieved Employees seek penalties for Defendants' conduct as alleged herein as  
5 permitted by law.

6 152. Pursuant to Labor Code § 2698, *et seq.*, Aggrieved Employees seek to recover  
7 attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other current and  
8 former Represented Employees as alleged herein in an amount to be shown according to  
9 proof at trial and within the jurisdictional limits of this Court.

### 10 **PRAYER FOR RELIEF**

11 WHEREFORE, Class Members pray for judgment against Defendants as follows:

- 12 1. An order that this action may proceed and be maintained as a class action;
- 13 2. For appointment of Plaintiff Chavez as the representative of the Class;
- 14 3. For appointment of the undersigned as Class Counsel;
- 15 4. For disgorgement through restitution of all ill-gotten and/or ill-gained profits,  
16 including unpaid wages and/or penalties to Plaintiff and/or the Class and/or  
17 Aggrieved Employees, resulting from Defendants' unfair business practices pursuant  
18 to Business and Professions Code §§ 17200-05;
- 19 5. For special and general damages;
- 20 6. For unpaid regular wages, overtime wages, meal period premiums, rest period  
21 premiums, wage statement penalties pursuant to Labor Code Section 226(e)(1), all  
22 available statutory penalties, all available statutory damages, and all available civil  
23 penalties.
- 24 7. That the Court find that Defendants' violations of the Labor Code violations alleged  
25 in this Complaint were willful;
- 26 8. For all remedies available to the Class Members under the Labor Code and the  
27 applicable Industrial Welfare Commission Order via § 2698, *et seq.* including an  
28 award of attorneys' fees, costs, interest, liquidated damages, damages, and penalties

- 1 according to proof to the extent permitted by law;
- 2 9. For maximum civil penalties available under the Labor Code and applicable Wage
- 3 Order as described more particularly in this Complaint, representative PAGA claims
- 4 as set forth in Labor Code § 558;
- 5 10. That Plaintiff and/or Aggrieved Employees be awarded reasonable attorneys' fees
- 6 where available by law, including but not limited to pursuant to Labor Code §§ 2698,
- 7 *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable laws; and
- 8 11. For such other and further relief as this Court may deem proper and just.

9 Date: February 28, 2025

PANCER LAW CORPORATION

11 /s/Ian Pancer

12 Ian Pancer

13 Attorney for Plaintiff