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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SAN BERNARDINO
11

12 MAIRA MARTINEZ, as an aggrieved
employee pursuant to the Private Attorneys
13 General Act ("PAGA"), on behalf of the
State of California and other non-party
14 Aggrieved Employees,

15 Plaintiff,

16 vs.

17 POPULUS FINANCIAL GROUP, INC., a
Texas corporation; ACE CASH EXPRESS
18 INSURANCE SERVICES LLC, a
Delaware limited liability company; and
19 DOES 1 through 10, inclusive,

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21 Defendants.
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Case No.: CIVSB2504172

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Maira Martinez, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on February 11, 2025, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought does not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court because Defendants employ persons in this
3 county, and employed Plaintiff in this county, and thus a substantial portion of the transactions
4 and occurrences related to this action occurred in this county.

5 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
6 Attorneys General Act of 2004”, authorize aggrieved employees to sue as private attorneys
7 general their current or former employers for various civil penalties for violations of various
8 provisions in the California Labor Code.

9 **THE PARTIES**

10 6. Plaintiff Maira Martinez is a resident of Montclair, in San Bernardino County,
11 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
12 approximately August 2023 to June 2024. Plaintiff worked for Defendants as a Sales
13 Associate at their branch locations in Pomona, Corona, Upland, and Ontario, California,
14 among others. During her employment, Plaintiff typically worked eight (8) or more hours per
15 day and five (5) or more days per week. Plaintiff’s primary job duties included, without
16 limitation, assisting customers with money transfers and purchasing money orders, counting
17 money, providing customer service, and transferring funds between branches.

18 7. POPULUS FINANCIAL GROUP, INC. was and is, upon information and
19 belief, a Texas corporation, and at all times hereinafter mentioned, an employer whose
20 employees are engaged throughout this county and the State of California.

21 8. ACE CASH EXPRESS INSURANCE SERVICES LLC was and is, upon
22 information and belief, a Delaware limited liability company, and at all times hereinafter
23 mentioned, an employer whose employees are engaged throughout this county and the State of
24 California.

25 9. Plaintiff is unaware of the true names or capacities of the Defendants sued
26 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
27 amend the complaint and serve such fictitiously named Defendants once their names and
28 capacities become known.

1 10. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
2 were the partners, agents, owners, or managers of POPULUS FINANCIAL GROUP, INC. and
3 ACE CASH EXPRESS INSURANCE SERVICES LLC, at all relevant times.

4 11. Plaintiff is informed and believes, and thereon alleges, that each and all of the
5 acts and omissions alleged herein was performed by, or is attributable to POPULUS
6 FINANCIAL GROUP, INC.; ACE CASH EXPRESS INSURANCE SERVICES LLC; and/or
7 DOES 1 through 10 (collectively, “Defendants” or “ACE CASH EXPRESS”), each acting as
8 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the
9 other co-Defendants and was acting within the course and scope of such agency, employment,
10 joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts
11 of any and all Defendants were in accordance with, and represent, the official policy of
12 Defendants.

13 12. At all relevant times, Defendants, and each of them, ratified each and every act
14 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
15 and abetted the acts and omissions of each and all the other Defendants in proximately causing
16 the damages herein alleged.

17 13. Plaintiff is informed and believes, and thereon alleges, that each of said
18 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
19 omissions, occurrences, and transactions alleged herein.

20 14. Under California law, Defendants are jointly and severally liable as employers
21 for the violations alleged herein because they have each exercised sufficient control over the
22 wages, hours, working conditions, and employment status of Plaintiff and other non-party
23 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
24 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
25 of employment, determined their rate of pay, and maintained their employment records.
26 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
27 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
28 common-law employment relationship. As joint employers of Plaintiff and other non-party

1 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
2 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

3 15. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
4 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
5 non-party Aggrieved Employees because Defendants have:

- 6 (a) jointly exercised meaningful control over the work performed by
7 Plaintiff and other non-party Aggrieved Employees;
- 8 (b) jointly exercised meaningful control over Plaintiff's and other non-party
9 Aggrieved Employees' wages, hours, and working conditions, including
10 the quantity, quality standards, speed, scheduling, and operative details
11 of the tasks performed by Plaintiff and other non-party Aggrieved
12 Employees;
- 13 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
14 perform work which is an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
16 Employees as a matter of economic reality in that Plaintiff and other
17 non-party Aggrieved Employees were dependent on Defendants, who
18 shared the power to set the wages of Plaintiff and other non-party
19 Aggrieved Employees and determined their working conditions, and
20 who jointly reaped the benefits from the underpayment of their wages
21 and noncompliance with other statutory provisions governing their
22 employment.

23 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
24 there has existed a unity of interest and ownership between Defendants such that any
25 individuality and separateness between the entities has ceased.

26 17. POPULUS FINANCIAL GROUP, INC.; ACE CASH EXPRESS INSURANCE
27 SERVICES LLC; and DOES 1 through 10 are therefore alter egos of each other.

28 18. Adherence to the fiction of the separate existence of Defendants would permit

an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name “ACE CASH EXPRESS.”

19. Plaintiff further alleges, upon information and belief, that Defendants POPULUS FINANCIAL GROUP, INC. and ACE CASH EXPRESS INSURANCE SERVICES LLC are alter egos of each other for the following reasons:

- (a) On the California Secretary of State’s website (<https://bizfileonline.sos.ca.gov/>), POPULUS FINANCIAL GROUP, INC. and ACE CASH EXPRESS INSURANCE SERVICES LLC share the same principal address and mailing address of “300 E JOHN CARPENTER FREEWAY SUITE 900 IRVING, TX 75062”;
- (b) On the California Secretary of State’s website, POPULUS FINANCIAL GROUP, INC. and ACE CASH EXPRESS INSURANCE SERVICES LLC share the same agent for service of process, “C T CORPORATION SYSTEM”; and
- (c) On information and belief, POPULUS FINANCIAL GROUP, INC. and ACE CASH EXPRESS INSURANCE SERVICES LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

20. Defendants provide financial products and services including short-term loans, card services, check cashing, money transfer, bill payment, and money orders. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Irving, Texas, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

21. In particular, Plaintiff and other non-party Aggrieved Employees, on

1 information and belief, received the same standardized documents and/or written policies.
2 Upon information and belief, the usage of standardized documents and/or written policies,
3 including new-hire documents, indicate that Defendants dictated policies at the corporate level
4 and implemented them company-wide, regardless of their employees' assigned locations or
5 positions. Upon information and belief, Defendants set forth uniform policies and procedures
6 in several documents provided at an employee's time of hire.

7 22. Upon information and belief, Defendants maintain a centralized Payroll
8 department at their company headquarters in Irving, Texas, which processes payroll for all
9 non-exempt, hourly paid employees working for Defendants at their various locations in
10 California, including Plaintiff and other non-party Aggrieved Employees. Based upon
11 information and belief, Defendants issue the same formatted wage statements to all non-
12 exempt, hourly paid employees in California, irrespective of their work locations. Upon
13 information and belief, Defendants process payroll for departing employees in the same
14 manner throughout the State of California, regardless of the manner in which each employee's
15 employment ends.

16 23. Defendants continue to employ non-exempt or hourly paid employees in
17 California.

18 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
20 and advisors knowledgeable about California labor and wage law, employment and personnel
21 practices, and about the requirements of California law.

22 25. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
23 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
24 were not recorded.

25 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
27 receive certain wages for overtime compensation and that they were not receiving certain
28 wages for overtime compensation.

1 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
3 receive at least minimum wages for compensation and that they were not receiving at least
4 minimum wages for work that was required to be done off-the-clock. In violation of the
5 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
6 least minimum wages for work done off-the-clock.

7 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
10 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
12 other non-party Aggrieved Employees were not provided with all meal periods or payment of
13 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
14 uninterrupted, thirty (30) minute meal period.

15 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
18 payment of one (1) additional hour of pay at their regular rates of pay when they were not
19 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
20 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
21 provided with payment of one (1) additional hour of pay at their regular rates of pay when
22 they were not authorized and permitted to take a compliant rest period.

23 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive complete and accurate wage statements in accordance with California law. In
26 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
27 were not provided complete and accurate wage statements.

28 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 timely payment of all wages earned upon termination of employment. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
8 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
9 and/or meal and rest period premiums, within permissible time periods.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 timely payment of wages during their employment. In violation of the California Labor Code,
13 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
14 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
15 premiums, within permissible time periods.

16 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive full reimbursement for all business-related expenses and costs they incurred during the
19 course and scope of their employment and that they did not receive full reimbursement of
20 applicable business-related expenses and costs incurred.

21 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate
23 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
24 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
25 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
26 that they were properly denied wages, all in order to increase Defendants' profits.

27 36. At all times herein set forth, PAGA provides that any provision of law under
28 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be

1 assessed and collected by the LWDA for violations of the California Labor Code and
2 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
3 civil action brought on behalf of themselves and other current or former employees pursuant
4 to procedures outlined in California Labor Code section 2699.3.

5 37. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
6 “any person who was employed by the alleged violator and personally suffered each of the
7 violations alleged.”

8 38. Plaintiff and other current and former employees of Defendants are “aggrieved
9 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’
10 current or former employees and each of the alleged violations were committed against them.

11 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
12 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

- 14 (a) The aggrieved employee shall give written notice by online filing
15 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail
16 to the employer of the specific provisions of the California Labor Code
17 alleged to have been violated, including the facts and theories to support
18 the alleged violations.
- 19 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
20 2699.3(a) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
23 employer and the aggrieved employee by certified mail that it does not
24 intend to investigate the alleged violation within sixty (60) calendar
25 days of the postmark date of the Employee’s Notice. Upon receipt of
26 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
27 five (65) calendar days of the postmark date of the Employee’s Notice,
28 the aggrieved employee may commence a civil action pursuant to

California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

40. Pursuant to California Labor Code section 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

- (a) The aggrieved employee or representative shall give written notice by online filing to the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.
- (b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars (\$75).
- (c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice. The employer shall give written notice by certified mail within that period of time to the aggrieved employee or representative and the agency if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

41. On February 11, 2025, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned

1 Plaintiff PAGA Case Number LWDA-CM-1079394-25. A true and correct copy of Plaintiff's
2 written notice to the LWDA and Defendants are attached hereto as "Exhibit 1."

3 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff
4 sent the written notice described above, and the LWDA has not responded that it intends to
5 investigate Plaintiff's claims, and Defendants have not cured the violations.

6 43. Thus, Plaintiff has satisfied the administrative prerequisites under California
7 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
8 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
9 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

10 44. Labor Code section 558(a) provides "[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid" Labor
17 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
18 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
19 as a private attorney general, seeks assessment and collection of civil penalties under Labor
20 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
21 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
22 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
23 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
24 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order.

26 45. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
28 Employees' rights by violating various sections of the California Labor Code as set forth

1 above.

2 46. As set forth below, Defendants have violated numerous provisions of both the
3 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
4 Order.

5 47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5,
6 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
7 interest as a private attorney general, seeks assessment and collection of civil penalties and
8 injunctive relief for herself, all other non-party Aggrieved Employees, and the State of
9 California against Defendants for violations of California Labor Code sections 201, 202, 204,
10 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

11 **FIRST CAUSE OF ACTION**

12 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

13 **(Against all Defendants)**

14 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 49. California Labor Code §§ 2698, *et seq.* permits Plaintiff to recover civil
17 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
18 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198.
19 Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover
20 civil penalties for violations of those Labor Code sections not found in section 2699.5,
21 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

22 50. Defendants' conduct, as alleged herein, violates numerous sections of the
23 California Labor Code, including, but not limited to, the following:

- 24 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
25 Wage Order for Defendants' failure to compensate Plaintiff and other
26 non-party Aggrieved Employees with all required overtime pay, as set
27 forth below;
- 28 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and

1 the applicable IWC Wage Order for Defendants' failure to compensate
2 Plaintiff and other non-party Aggrieved Employees with at least
3 minimum wages for all hours worked, as set forth below;

4 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other non-party Aggrieved Employees with meal periods, as set
7 forth below;

8 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
9 applicable IWC Wage Order for Defendants' failure to authorize and
10 permit Plaintiff and other non-party Aggrieved Employees to take rest
11 periods, as set forth below;

12 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
13 IWC Wage Order for failure to provide accurate and complete wage
14 statements to Plaintiff and other non-party Aggrieved Employees, as set
15 forth below;

16 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
17 IWC Wage Order for failure to maintain payroll records, as set forth
18 below;

19 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
20 earned wages upon termination, as set forth below;

21 (h) Violation of Labor Code sections 204 for failure to pay all earned wages
22 during employment, as set forth below; and

23 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
24 and other non-party Aggrieved Employees for all business expenses
25 necessarily incurred, as set forth below.

26 **FAILURE TO PAY OVERTIME**

27 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

28 51. Labor Code section 1198 makes it illegal to employ an employee under

1 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
2 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
3 shall be the . . . standard conditions of labor for employees. The employment of any employee
4 . . . under conditions of labor prohibited by the order is unlawful.”

5 52. California Labor Code section 1198 and the applicable IWC Wage Order
6 provide that it is unlawful to employ persons without compensating them at a rate of pay
7 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
8 number of hours worked by the person on a daily or weekly basis.

9 53. Specifically, the applicable IWC Wage Order provides that Defendants are and
10 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
11 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
12 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
13 (40) hours in a workweek.

14 54. The applicable IWC Wage Order further provides that Defendants are and were
15 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
16 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
17 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
18 behalf of, the employee, including nondiscretionary bonuses and incentive pay.

19 55. California Labor Code section 510 codifies the right to overtime compensation
20 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
21 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
22 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
23 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
24 in a day on the seventh (7th) day of work.

25 56. During the relevant time period, Defendants willfully failed to pay all overtime
26 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
27 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
28 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)

1 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
2 not recorded.

3 57. First, during the relevant time period, Defendants had, and continue to have, a
4 company-wide policy and/or practice requiring Plaintiff and other non-party Aggrieved
5 Employees to perform work off-the-clock before and after their scheduled shifts. For
6 example, Plaintiff was required to travel to Defendants' other branch locations to pick up
7 funds or supplies, such as uniform shirts or money bags, prior to reporting to her location for
8 her shift. As a further example, Defendants required Plaintiff and other non-party Aggrieved
9 Employees to travel to Riverside, California, to attend training classes from 8:30 a.m. to 2:30
10 p.m.; on information and belief, Plaintiff was not paid for the time she spent traveling to and
11 from training classes as well as attending classes, which were mandatory and related to sale
12 techniques. Thus, Defendants failed to track all of the time that employees spent performing
13 work-related tasks before and after their shifts, and Plaintiff and other non-party Aggrieved
14 Employees received no compensation for this time.

15 58. Additionally, Defendants had, and continue to have, a company-wide policy
16 and/or practice of understaffing and/or single-staffing their branch locations (*see infra*), which
17 resulted Plaintiff and other non-party Aggrieved Employees having to work off the clock after
18 clocking out from their shifts. For example, on information and belief, per Defendants' loss
19 prevention and/or security policy, if any branch had over \$35,000 in funds at closing, at least
20 two (2) employees were required to close the branch. As a result, Plaintiff clocked out at the
21 end of her shift and traveled to another branch to assist that employee with closing duties.
22 Defendants provided no means for Plaintiff and other non-party Aggrieved Employees to
23 record this time spent working, and as a result, Plaintiff and other non-party Aggrieved
24 Employees were not compensated for this time that they were subject to Defendants' control
25 after they had clocked out for their shifts.

26 59. Second, as stated, Defendants had, and continue to have, company-wide
27 policies and/or practices of understaffing and/or single staffing and pressuring employees to
28 meet certain sales quotas, which resulted in a failure to provide Plaintiff and other non-party

1 Aggrieved Employees with adequate meal period coverage, because there were too few
2 employees on duty to handle the workload and attend to customers. Because Defendants did
3 not employ or staff a sufficient number of employees to meet customer demand, there was no
4 one available to relieve employees needing meal period coverage, and Plaintiff and other non-
5 party Aggrieved Employees were not always afforded uninterrupted 30-minute meal periods
6 during shifts when they were entitled to receive a meal period. Defendants also had a practice
7 of failing to adhere to a schedule for meal periods, which further caused Plaintiff and other
8 non-party Aggrieved Employees to not be relieved of their duties for compliant meal periods.
9 For example, Plaintiff had her meal periods interrupted approximately 1-2 times per month
10 due to lack of coverage and to keep up with the demands of work. However, Defendants did
11 not compensate Plaintiff and other non-party Aggrieved Employees for the time they spent
12 working off the clock during unpaid meal periods.

13 60. Third, on information and belief, because Defendants frowned upon employees
14 accruing meal period premiums, Defendants' management adjusted Plaintiff's and other non-
15 party Aggrieved Employees' time records to reflect compliant meal periods and/or pressured
16 Plaintiff and other non-party Aggrieved Employees to record compliant meal periods,
17 regardless of whether they had received a compliant meal period or not. Additionally,
18 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party
19 Aggrieved Employees from recording all hours worked when their meal periods were
20 shortened or interrupted, because the system locked out Plaintiff and other non-party
21 Aggrieved Employees once they clocked out for a meal period, and would not permit them to
22 clock back in from a meal period before 30 minutes had elapsed. Thus, Defendants did not
23 record all hours worked during meal periods, and Plaintiff and other non-party Aggrieved
24 Employees performed work during meal periods for which they were not paid.

25 61. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
27 their assigned duties off-the-clock before and after their shifts and during meal periods, and
28 were suffered or permitted to perform work for which they were not paid. Because Plaintiff

1 and other non-party Aggrieved Employees worked shifts of eight (8) hours or more a day, or
2 forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
3 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
4 overtime wages for all of the overtime hours they actually worked.

5 62. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
6 the balance of overtime compensation as required by California law, violates the provisions of
7 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
9 558 and/or 2699(a), (f), and (k).

10 **FAILURE TO PAY MINIMUM WAGES**

11 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

12 63. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
13 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
14 to be paid to employees, and the payment of a wage less than the minimum so fixed is
15 unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time
16 during which an employee is subject to the control of an employer, and includes all the time
17 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
18 Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

19 64. As set forth above, during the relevant time period, Defendants had a company-
20 wide policy and/or practice requiring Plaintiff and other non-party Aggrieved Employees to
21 perform work-related tasks while off-the-clock before and after their shifts, including
22 traveling to other branch locations for supplies or closing duties, traveling to attend classes,
23 and attending classes. Defendants failed to track this time Plaintiff and other non-party
24 Aggrieved Employees spent working off-the-clock, and Plaintiff and other non-party
25 Aggrieved Employees received no compensation for this time.

26 65. Further, as also stated, due to Defendants' policies and/or practices of
27 understaffing and/or single-staffing their locations while pressuring employees to meet certain
28 sales quotas, and failing to adhere to a schedule for meal periods, Plaintiff and other non-party

1 Aggrieved Employees were impeded from taking all uninterrupted meal periods to which they
2 were entitled and were required to work off-the-clock during meal periods, have their meal
3 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal
4 periods.

5 66. Moreover, as stated, in order to prevent employees from accruing meal period
6 premiums, upon information and belief, Defendants' management adjusted Plaintiff's and
7 other non-party Aggrieved Employees' time records and/or pressured Plaintiff and other non-
8 party Aggrieved Employees to record compliant meal periods, even when meal periods were
9 missed, short, and/or interrupted. Additionally, as stated, Defendants' company-wide
10 timekeeping system prevented Plaintiff and other non-party Aggrieved Employees from
11 entering time worked during meal periods because the system locked out Plaintiff and other
12 non-party Aggrieved Employees for a full 30 minutes. Thus, Defendants systematically failed
13 to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
14 unpaid meal periods because these hours were not always correctly recorded.

15 67. Defendants did not pay minimum wages for all hours worked by Plaintiff and
16 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
17 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
18 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
19 1194, 1197, and 1198.

20 68. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
21 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
22 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
23 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

24 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
25 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

26 69. At all relevant times herein set forth, the applicable IWC Wage Order and
27 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
28 other non-party Aggrieved Employees' employment by Defendants.

1 70. At all relevant times herein set forth, California Labor Code section 512(a)
2 provides that an employer may not require, cause, or permit an employee to work for a period
3 of more than five (5) hours per day without providing the employee with a meal period of not
4 less than thirty (30) minutes, except that if the total work period per day of the employee is
5 not more than six (6) hours, the meal period may be waived by mutual consent of both the
6 employer and the employee. Under California law, first meal periods must start after no more
7 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

8 71. At all relevant times herein set forth, California Labor Code sections 226.7,
9 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
10 meal period mandated by an applicable order of the IWC.

11 72. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
12 and the applicable IWC Wage Order also require employers to provide a second meal period
13 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
14 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
15 total hours worked is no more than twelve (12) hours, the second meal period may be waived
16 by mutual consent of the employer and the employee only if the first meal period was not
17 waived.

18 73. First, as stated, Defendants had, and continue to have, company-wide policies
19 and/or practices of understaffing and/or single-staffing while pressuring employees to meet
20 certain sales quotas, which has resulted in a lack of meal period coverage and prevented
21 Plaintiff and other non-party Aggrieved Employees from taking all timely, uninterrupted meal
22 periods to which they were entitled. Further, as stated, Defendants had a company-wide
23 practice and/or policy of failing to adhere to a schedule for meal periods, which further caused
24 Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties for
25 compliant meal periods.

26 74. As a result, Plaintiff and other non-party Aggrieved Employees had to work
27 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
28 extended periods of time before taking meal periods. For example, Defendants' other

1 employees sometimes interrupted Plaintiff's meal periods by asking her questions, as Plaintiff
2 was often in charge of training new employees. Additionally, Plaintiff frequently took her
3 meal periods late, after the fifth hour of work, due to the lack of coverage and heavy
4 workload.

5 75. Second, as stated, on information and belief, because Defendants frowned upon
6 employees accruing meal period premiums, Defendants' management adjusted Plaintiff's and
7 other non-party Aggrieved Employees' time records to reflect compliant meal periods and/or
8 pressured Plaintiff and other non-party Aggrieved Employees to record compliant meal
9 periods, even when they did not receive a compliant meal period, in order to strictly limit the
10 meal period premiums that Defendants would otherwise owe. As also stated, Defendants'
11 company-wide timekeeping system prevented Plaintiff and other non-party Aggrieved
12 Employees from recording when their meal periods were shortened or interrupted, because the
13 system locked out Plaintiff and other non-party Aggrieved Employees once they clocked out
14 for a meal period, and would not permit them to clock back in from a meal period before 30
15 minutes had elapsed. As a result of these policies, Defendants falsified and deducted meal
16 periods from Plaintiff's and other non-party Aggrieved Employees' time records even when
17 meal periods were missed, short, interrupted, and/or late and thus systematically failed to
18 correctly record meal periods.

19 76. Third, Defendants did not provide Plaintiff and other non-party Aggrieved
20 Employees with second 30-minute meal periods on days that they worked in excess of 10
21 hours in one day. For example, during the relevant time period, Plaintiff worked shifts in
22 excess of 10 hours in one day and did not always receive a second meal period. Plaintiff and
23 other non-party Aggrieved Employees did not sign valid meal period waivers on days that
24 they were entitled to meal periods and were not relieved of all duties.

25 77. Moreover, Defendants had a company-wide policy of requiring all newly hired
26 employees to sign blanket meal period waivers at or near their time of hire. Defendants took
27 the position that non-exempt, hourly paid employees had waived their rights to first meal
28 periods for the entirety of their employment and, on that basis, did not provide them with all

1 meal periods to which they were entitled. Further, Defendants’ “ACE Meal Period Waiver”
2 form requires employees to provide advance written notice should they wish to revoke the
3 waiver. Defendants’ presumption that meal periods would not be provided for shifts in excess
4 of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or
5 near the time of hire, and imposition on employees to revoke waivers by providing advance
6 written notice, discouraged and impeded Plaintiff and other non-party Aggrieved Employees
7 from taking all meal periods to which they were entitled.

8 78. Furthermore, an employer’s obligation to provide a meal period is only
9 “triggered” when the employer “employs an employee for a work period of more than five
10 hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits
11 anyone to work for a full five hours, its meal break obligation is triggered.”).

12 [A]fter the meal break obligation is triggered . . . an employer is put to a
13 choice: it must (1) afford an off-duty meal period; (2) consent to a
14 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
15 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

16 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
17 require Plaintiff and other non-party Aggrieved Employees to sign meal period waivers
18 simultaneously at or near their time of hire (as opposed to on a specific work day) renders
19 them invalid and unenforceable, because Defendants’ obligation to provide Plaintiff and other
20 non-party Aggrieved Employees with meal periods did not arise until they had employed them
21 for a full five (5) hours.

22 79. At all times herein mentioned, Defendants knew or should have known that, as
23 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
24 from being relieved of all duties and required to perform some of their assigned duties during
25 meal periods. Defendants further knew or should have known that Defendants did not pay
26 Plaintiff and other non-party Aggrieved Employees meal period premiums when meal periods
27 were missed, shortened, interrupted, and/or late. Defendants’ company-wide written policy
28 was to treat noncompliant meal periods as voluntarily taken, and, pursuant to this policy,

Defendants would not pay Plaintiff and other non-party Aggrieved Employees meal period premiums unless they notified a district manager and filled out, signed, scanned, and emailed a request form to Human Resources. Specifically, Defendants' "California Meal and Rest Period Policy" states, in relevant part:

Employees who believe they are unable to take an uninterrupted meal or rest period or take a short or late meal period due to the demands of the business must (1) contact their District Manager and (2) complete a California Meal and Rest Period Premium Request Form (a sample of which is attached) and submit it to the [HR Manager] at least one day prior to the end of the relevant pay period to ensure that Employees are properly compensated.

If an Employee does not submit a Premium Request Form, the Company will assume the Employee who fails to record a meal period, records a less-than-30 minute meal period, takes and records a late meal period or fails to take a rest period did so voluntarily and will be paid for the time the Employee worked through the meal or rest period. (Emphasis added.)

Because of Defendants' company-wide written meal period policy, Plaintiff and other non-party Aggrieved Employees did not receive all meal period premiums when meal periods were missed, shortened, interrupted, and/or late unless they affirmatively requested the premiums through the above-mentioned process. Thus, Plaintiff and other non-party Aggrieved Employees were not paid all meal period premiums to which they were entitled.

80. Thus, Defendants engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

81. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

82. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

83. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

84. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

85. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including understaffing and/or single-staffing, and pressuring employees to meet certain sales goals, prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty to take rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being authorized and permitted to take rest periods.

1 86. Furthermore, during the relevant time period, Defendants maintained and
2 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
3 and other non-party Aggrieved Employees remain on the work premises during their rest
4 periods. The written policy states, in relevant part: “Employees must not leave the premises
5 during rest periods.” Because Plaintiff and other non-party Aggrieved Employees were
6 restricted from leaving the premises during rest periods, they were denied the ability to use
7 their rest periods freely for their own purposes, such as running personal errands. Thus,
8 Defendants maintained control over Plaintiff and other non-party Aggrieved Employees
9 during rest periods.

10 87. As a result of Defendants’ practices and policies, Plaintiff and other non-party
11 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
12 excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled.
13 For example, Plaintiff missed her rest periods entirely due to the lack of coverage and heavy
14 workload. Moreover, as set forth above, Defendants’ company-wide “California Meal and
15 Rest Period Policy” treated noncompliant rest periods as voluntarily taken, and Defendants did
16 not pay Plaintiff and other non-party Aggrieved Employees the rest period premiums to which
17 they were entitled unless they affirmatively requested the rest period premiums.

18 88. Defendants have also engaged in a company-wide practice and/or policy of not
19 paying rest period premiums owed when compliant rest periods are not authorized and
20 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
21 Employees have not received premium pay for all missed rest periods. As a result,
22 Defendants denied Plaintiff and other non-party Aggrieved Employees rest periods and failed
23 to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and
24 the applicable IWC Wage Order.

25 89. Defendants’ conduct violates the applicable IWC Wage Order and California
26 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
28 558 and/or 2699(a), (f), and (k).

FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS
VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198

90. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

91. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and other non-party Aggrieved Employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

92. Because Defendants did not record the time Plaintiff and other non-party Aggrieved Employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

93. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period

1 for which employees were paid; failing to list the name of the employee and only the last four
2 digits of his or her social security number or an employee identification number other than a
3 social security number; failing to list the name and address of the legal entity that is the
4 employer; and/or failing to state all hours worked as a result of not recording or stating hours
5 worked off-the-clock.

6 94. California Labor Code section 1174(d) provides that “[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or
12 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
13 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
14 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
15 as a result of failing to record the off-the-clock hours that they worked.

16 95. California Labor Code section 1198 provides that the maximum hours of work
17 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
18 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
19 employment of any employees for longer hours than those fixed by the order or under
20 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
21 Wage Order, employers are required to keep accurate time records showing when the
22 employee begins and ends each work period and meal period. During the relevant time
23 period, Defendants engaged in company-wide practices and/or policies of failing to record
24 actual hours worked (including falsifying time records by recording that compliant meal
25 periods were taken regardless of if or when meal periods were actually taken), and thereby
26 failed to keep accurate records of work period and meal period start and end times for Plaintiff
27 and other non-party Aggrieved Employees, in violation of section 1198. Furthermore, in light
28 of Defendants’ failure to provide Plaintiff and other non-party Aggrieved Employees with

1 second 30-minute meal periods to which they were entitled, Defendants kept no records of
2 meal start and end times for second meal periods.

3 96. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
4 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
5 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

6 **FAILURE TO PAY WAGES UPON TERMINATION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

8 97. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
9 that if an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
11 her employment, his or her wages shall become due and payable not later than seventy-two
12 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the
14 time of quitting.

15 98. On information and belief, Defendants have a company-wide practice and/or
16 policy of paying departing employees their final wages late, instead of adhering to the time
17 requirements set forth in Labor Code sections 201 and 202. For example, Defendants
18 terminated Plaintiff's employment on June 4, 2024. However, Plaintiff was not provided with
19 her final wages until a few weeks later after Plaintiff made several attempts to obtain her
20 paycheck from Defendants. Thus, Defendants failed to pay Plaintiff her final wages
21 immediately, in violation of California Labor Code section 201.

22 99. Additionally, Defendants willfully failed to pay Plaintiff and other non-party
23 Aggrieved Employees who are no longer employed by Defendants all their earned wages,
24 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
25 premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving
26 Defendants' employ.

27 100. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
28 who are no longer employed by Defendants their wages earned and unpaid at the time of

1 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
2 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
3 therefore entitled to recover civil penalties pursuant to California Labor Code sections 256
4 and/or 2699(a), (f), and (k).

5 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

6 **VIOLATION OF LABOR CODE SECTION 204**

7 101. At all times relevant herein set forth, Labor Code section 204 provides that all
8 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
9 days, inclusive, of any calendar month, other than those wages due upon termination of an
10 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
11 the month during which the labor was performed. Labor Code section 204 further provides
12 that all wages earned by any person in any employment between the sixteenth (16th) and the
13 last day, inclusive, of any calendar month, other than those wages due upon termination of an
14 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
15 month.

16 102. At all times relevant herein, Labor Code section 204 provides that all wages
17 earned for labor in excess of the normal work period shall be paid no later than the payday for
18 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
19 204 provides that the requirements of this section are deemed satisfied by the payment of
20 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
21 seven (7) calendar days following the close of the payroll period.

22 103. During the relevant time period, Defendants willfully failed to pay Plaintiff and
23 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
24 wages, minimum wages, and/or meal and rest period premiums, within the time periods
25 specified by California Labor Code section 204.

26 104. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
27 all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved
28 Employees are therefore entitled to recover civil penalties pursuant to California Labor Code

1 sections 210 and/or 2699(a), (f), and (k).

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 105. At all times herein set forth, California Labor Code section 2802 provides that
5 an employer must reimburse employees for all necessary expenditures and losses incurred by
6 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
7 to prevent employers from passing off their cost of doing business and operating expenses on
8 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
9 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: “[w]hen
10 tools or equipment are required by the employer or they are necessary to the performance of a
11 job, such tools and equipment shall be provided and maintained by the employer, except that
12 an employee whose wages are at least two (2) times the minimum wage may provide and
13 maintain hand tools and equipment customarily required by the particular trade or craft.”

14 106. First, during the relevant time period, Defendants, on a company-wide basis,
15 required that Plaintiff and other non-party Aggrieved Employees use their own personal
16 mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out
17 their job duties, but failed to reimburse them for the costs of their work-related mobile device
18 expenses. For example, Plaintiff and other non-party Aggrieved Employees were required to
19 use their personal mobile devices for work-related tasks, including responding to calls from
20 management regarding scheduling and shift coverage. Although Defendants required Plaintiff
21 and other non-party Aggrieved Employees to utilize their personal mobile devices and/or
22 mobile data to carry out their work-related responsibilities, Defendants failed to reimburse
23 them for these costs.

24 107. Second, during the relevant time period, Defendants, on a company-wide basis,
25 required that Plaintiff and other non-party Aggrieved Employees use their own personal
26 vehicles to travel to attend training classes and/or meetings. For example, Plaintiff was
27 required to use her personal vehicle and travel to Riverside, California, to attend mandatory
28 classes regarding sales techniques. Additionally, during the relevant time period, Plaintiff was

1 required to use her personal vehicle to travel to Corona, California, for training meetings.
2 Although Defendants required Plaintiff and other non-party Aggrieved Employees to utilize
3 their personal vehicles to carry out their work-related responsibilities, Defendants failed to
4 fully reimburse them for their mileage or travel expenses.

5 108. Defendants could have provided Plaintiff and other non-party Aggrieved
6 Employees with company mobile devices and company vehicles; or Defendants could have
7 reimbursed employees for the costs of their mobile device usage, mileage, and travel
8 expenses. Instead, Defendants passed these operating costs onto Plaintiff and other non-party
9 Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the
10 minimum wage.

11 109. Defendants' company-wide policy and/or practice of not reimbursing
12 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
13 and other non-party Aggrieved Employees violates California Labor Code section 2802.
14 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
15 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

16 **REQUEST FOR JURY TRIAL**

17 Plaintiff requests a trial by jury.

18 **PRAYER FOR RELIEF**

19 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
20 judgment against Defendants, jointly and severally, as follows:

21 1. For civil penalties, injunctive relief, and attorneys' fees in excess of twenty-five
22 thousand dollars (\$25,000). Plaintiff reserves the right to amend her prayer for relief to seek a
23 different amount.

24 **As to the First Cause of Action**

25 2. That the Court declare, adjudge, and decree that Defendants violated the
26 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
27 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
28 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,

1 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
2 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
3 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
4 earned wages upon termination); 204 (by failing to timely pay all earned wages during
5 employment); and 2802 (by failing to reimburse business expenses);

6 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
7 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
8 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

9 4. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
10 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
11 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198,
12 and 2802;

13 5. For attorneys' fees and costs pursuant to California Labor Code section
14 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
15 Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194,
16 1197, 1198, and 2802;

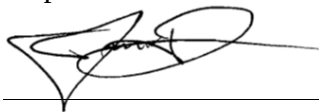
17 6. For pre-judgment and post-judgment interest as provided by law; and

18 7. For such other and further relief as the Court may deem equitable and
19 appropriate.
20

21 Dated: April 18, 2025

Respectfully submitted,

Capstone Law APC

23
24 By: 

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Maira Martinez

EXHIBIT “1”



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February 11, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Maira Martinez v. Populus Financial Group, Inc., et al.*

Dear PAGA Administrator:

This office represents Maira Martinez in connection with her claims under the California Labor Code. Ms. Martinez was an employee of POPULUS FINANCIAL GROUP, INC. and/or ACE CASH EXPRESS INSURANCE SERVICES LLC. For the purpose of this letter, Ms. Martinez collectively refers to these entities as "PFG."

The employer may be contacted directly at the addresses below:

POPULUS FINANCIAL GROUP, INC.
300 E JOHN CARPENTER FREEWAY
SUITE 900
IRVING, TX 75062

ACE CASH EXPRESS INSURANCE
SERVICES LLC
300 E. JOHN CARPENTER FREEWAY, SUITE 900
IRVING, TX 75062

Ms. Martinez intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Martinez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PFG in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PFG employed Ms. Martinez as a non-exempt Sales Associate from approximately August 2023 to June 2024. Ms. Martinez worked at PFG's California branch locations in Pomona, Corona, Upland, and Ontario, among others. During her employment, Ms. Martinez typically worked eight (8) hours or more per day and five (5) days or more per week. By the end of her employment, Ms. Martinez was compensated approximately \$17.33 per hour. Ms. Martinez's job duties included, without limitation, assisting customers with money transfers and purchasing money orders, counting money, providing customer service, and transferring funds between branches.

PFG has committed each of the following Labor Code violations against Ms. Martinez, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PFG’s Company-Wide and Uniform Payroll and HR Practices

POPULUS FINANCIAL GROUP, INC. is a Texas corporation while ACE CASH EXPRESS INSURANCE SERVICES LLC is a Delaware limited liability company. Together, they provide financial products and services including short-term loans, card services, check cashing, money transfer, bill payment and money orders, with approximately 85 locations in California. Upon information and belief, PFG maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Irving, Texas, for all non-exempt, hourly paid employees working for PFG in California, including Ms. Martinez and other aggrieved employees. At all relevant times, PFG issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Martinez and other aggrieved employees, regardless of their location or position.

Upon information and belief, PFG maintains a centralized Payroll department at its corporate headquarters in Irving, Texas, which processes payroll for all non-exempt, hourly paid employees working for PFG in California, including Ms. Martinez and other aggrieved employees. Further, PFG issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Martinez and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PFG utilized the same methods and formulas when calculating wages due to Ms. Martinez and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PFG willfully failed to pay all overtime wages owed to Ms. Martinez and other aggrieved employees. During the relevant time period, Ms. Martinez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of

¹ These facts, theories, and claims are based on Ms. Martinez’s experience and counsel’s review of those records currently available relating to Ms. Martinez’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Martinez reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, PFG had, and continues to have, a company-wide policy and/or practice requiring Ms. Martinez and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts. For example, Ms. Martinez was required to travel to PFG's other branch locations to pick up funds or supplies, such as uniform shirts or money bags, prior to reporting to her location for her shift. As a further example, PFG required Ms. Martinez and other aggrieved employees to travel to Riverside, California, to attend training classes from 8:30 a.m. to 2:30 p.m.; on information and belief, Ms. Martinez was not paid for the time she spent traveling to and from training classes as well as attending classes, which were mandatory and related to sale techniques. Thus, PFG failed to track all of the time that employees spent performing work-related tasks before and after their shifts, and Ms. Martinez and other aggrieved employees received no compensation for this time.

Additionally, PFG had, and continues to have, a company-wide policy and/or practice of understaffing and/or single-staffing its branch locations (*see infra*), which resulted in Ms. Martinez and other aggrieved employees having to work off the clock after clocking out from their shifts. For example, on information and belief, per PFG's loss prevention and/or security policy, if any branch had over \$35,000 in funds at closing, at least two (2) employees were required to close the branch. As a result, Ms. Martinez clocked out at the end of her shift and traveled to another branch to assist that employee with closing duties. PFG provided no means for Ms. Martinez and other aggrieved employees to record this time spent working, and as a result, Ms. Martinez and other aggrieved employees were not compensated for this time that they were subject to PFG's control after they had clocked out for their shifts.

Second, as stated, PFG had, and continues to have, company-wide policies and/or practices of understaffing and/or single staffing and pressuring employees to meet certain sales quotas, which resulted in a failure to provide Ms. Martinez and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to customers. Because PFG did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Ms. Martinez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. PFG also had a practice of failing to adhere to a schedule for meal periods, which further caused Ms. Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Ms. Martinez had her meal periods interrupted approximately 1-2 times per month due to lack of coverage and to keep up with the demands of work. However, PFG did not compensate Ms. Martinez and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Third, on information and belief, because PFG frowned upon employees accruing meal period premiums, PFG's management adjusted Ms. Martinez's and other aggrieved employees' time records to reflect compliant meal periods and/or pressured Ms. Martinez and other aggrieved employees to record compliant meal periods, regardless of whether they had received a compliant meal period or not. Additionally, PFG's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, PFG did not record all hours worked during meal periods, and Ms.

Martinez and other aggrieved employees performed work during meal periods for which they were not paid.

PFG knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Martinez and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Martinez and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Martinez and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

PFG's failure to pay Ms. Martinez and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 4-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11040(2)(L) (defining "Hours Worked").

As set forth above, during the relevant time period, PFG had a company-wide policy and/or practice requiring Ms. Martinez and other aggrieved employees to perform work-related tasks while off-the-clock before and after their shifts, including traveling to other branch locations for supplies or closing duties, traveling to attend classes, and attending classes. PFG failed to track this time Ms. Martinez and other aggrieved employees spent working off-the-clock, and Ms. Martinez and other aggrieved employees received no compensation for this time.

Further, as also stated, due to PFG's policies and/or practices of understaffing and/or single-staffing its locations while pressuring employees to meet certain sales quotas, and failing to adhere to a schedule for meal periods, Ms. Martinez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, in order to prevent employees from accruing meal period premiums, upon information and belief, PFG's management adjusted Ms. Martinez's and other aggrieved employees' time records and/or pressured Ms. Martinez and other aggrieved employees to record compliant meal periods, even when meal periods were missed, short, and/or interrupted. Additionally, as stated, PFG's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Martinez and other aggrieved employees for a full 30 minutes. Thus, PFG systematically failed to pay Ms.

Martinez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

PFG did not pay minimum wages for all hours worked by Ms. Martinez and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PFG did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PFG regularly failed to pay at least minimum wages to Ms. Martinez and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, 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.

First, as stated, PFG had, and continues to have, company-wide policies and/or practices of understaffing while pressuring employees to meet certain sales quotas, which has resulted in a lack of meal period coverage and prevented Ms. Martinez and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, PFG had a company-wide practice and/or policy of failing to adhere to a schedule for meal periods, which further caused Ms. Martinez and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Ms. Martinez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, PFG's other employees often interrupted Ms. Martinez's meal periods by asking her questions as Ms. Martinez was often in charge of training new employees. Additionally, Ms. Martinez frequently took her meal periods late, after the fifth hour of work, due to the lack of coverage and heavy workload.

Second, as stated, on information and belief, because PFG frowned upon employees accruing meal period premiums, PFG's management adjusted Ms. Martinez's and other aggrieved employees' time records to reflect compliant meal periods and/or pressured Ms. Martinez and other aggrieved employees to record compliant meal periods, even when they did not receive a compliant meal period, in order to strictly limit the meal period premiums that PFG would otherwise owe. As also stated, PFG's company-wide timekeeping system prevented Ms. Martinez and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Martinez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. As a result of these policies, PFG falsified and deducted meal periods from Ms. Martinez's and other aggrieved employees' time records even when meal periods were missed, short, interrupted, and/or late and thus systematically failed to correctly record meal periods.

Third, PFG did not provide Ms. Martinez and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during the relevant time period, Ms. Martinez worked shifts in excess of 10 hours in one day and did not always receive a second meal period. Ms. Martinez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, PFG had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. PFG took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, PFG's "ACE Meal Period Waiver" form requires employees to provide advance written notice should they wish to revoke the waiver. PFG's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advance written notice, discouraged and impeded Ms. Martinez and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." Brinker, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That PFG required Ms. Martinez and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because PFG's obligation to provide Ms. Martinez and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, PFG knew or should have known that, as a result of these policies, Ms. Martinez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PFG further knew or should

have known that PFG did not pay Ms. Martinez and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late. PFG's company-wide written policy was to treat noncompliant meal periods as voluntarily taken, and, pursuant to this policy, PFG would not pay Ms. Martinez and other aggrieved employees meal period premiums unless they notified a district manager and filled out, signed, scanned, and emailed a request form to Human Resources. Specifically, PFG's "California Meal and Rest Period Policy" states, in relevant part:

Employees who believe they are unable to take an uninterrupted meal or rest period or take a short or late meal period due to the demands of the business must (1) contact their District Manager and (2) complete a California Meal and Rest Period Premium Request Form (a sample of which is attached) and submit it to the [HR Manager] at least one day prior to the end of the relevant pay period to ensure that Employees are properly compensated.

If an Employee does not submit a Premium Request Form, the Company will assume the Employee who fails to record a meal period, records a less-than-30 minute meal period, takes and records a late meal period or fails to take a rest period did so voluntarily and will be paid for the time the Employee worked through the meal or rest period. (Emphasis added.)

Because of PFG's company-wide written meal period policy, Ms. Martinez and other aggrieved employees did not receive all meal period premiums when meal periods were missed, shortened, interrupted, and/or late unless they affirmatively requested the premiums through the above-mentioned process. Thus, Ms. Martinez and other aggrieved employees were not paid all meal period premiums to which they were entitled.

Thus, PFG engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Martinez and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, PFG failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198 pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.”

Augustus, et al. v. ABM Security Services, Inc., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PFG regularly failed to authorize and permit Ms. Martinez and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PFG’s company-wide practices, including single-staffing and/or understaffing, and pressuring to meet certain sales goals, prevented Ms. Martinez and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, PFG failed to schedule rest periods, which, coupled with PFG’s failure to provide adequate rest period coverage, further led to Ms. Martinez and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, during the relevant time period, PFG maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Martinez and other aggrieved employees remain on the work premises during their rest periods. The written policy states, in relevant part: “Employees must not leave the premises during rest periods.” Because Ms. Martinez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PFG maintained control over Ms. Martinez and other aggrieved employees during rest periods.

As a result of PFG’s practices and policies, Ms. Martinez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Martinez missed her rest periods entirely due to the lack of coverage and heavy workload. Moreover, as set forth above, PFG’s company-wide “California Meal and Rest Period Policy” treated noncompliant rest periods as voluntarily taken, and PFG did not pay Ms. Martinez and other aggrieved employees the rest period premiums to which they were entitled unless they affirmatively requested the rest period premiums.

PFG also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Martinez and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PFG failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PFG has not provided Ms. Martinez and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set

forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PFG has knowingly and intentionally provided Ms. Martinez and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PFG issued uniform wage statements to Ms. Martinez and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, PFG violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PFG did not record the time Ms. Martinez and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted (and therefore time for which they should have been paid), PFG did not list the correct amount of gross wages and net wages earned by Ms. Martinez and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5). For the same reason, PFG failed to accurately list the total number of the hours worked by Ms. Martinez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PFG willfully failed to maintain accurate payroll records for Ms. Martinez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate

time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PFG engaged in company-wide practices and/or policies of failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period start and end times for Ms. Martinez and other aggrieved employees in violation of section 1198. Furthermore, in light of PFG's failure to provide Ms. Martinez and other aggrieved employees with second 30-minute meal periods to which they were entitled, PFG kept no records of meal start and end times for second meal periods.

Because PFG failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Martinez and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Martinez and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PFG failed to pay Ms. Martinez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable

not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, PFG has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, PFG terminated Ms. Martinez's employment on June 4, 2024. However, Ms. Martinez was not provided with her final wages until a few weeks later after Ms. Martinez made a number of attempts to obtain her paycheck from PFG. Thus, PFG failed to pay Ms. Martinez her final wages immediately, in violation of California Labor Code section 201.

Additionally, PFG willfully failed to pay Ms. Martinez and other aggrieved employees who are no longer employed by PFG all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PFG's employ.

Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 4-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PFG, on a company-wide basis, required that Ms. Martinez and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Martinez and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls from management regarding scheduling and shift coverage. Although PFG required Ms. Martinez and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PFG failed to reimburse them for these costs.

Second, during the relevant time period, PFG, on a company-wide basis, required that Ms. Martinez and other aggrieved employees use their own personal vehicles to travel to attend training classes and/or meetings. For example, on two (2) occasions throughout her employment, Ms. Martinez was required to use her personal vehicle and travel to Riverside, California to attend mandatory classes regarding sales techniques. Additionally, during the relevant time period, Ms. Martinez was required to use her personal vehicle to travel to Corona, California for training meetings. Although PFG required Ms. Martinez and other aggrieved employees to utilize their personal vehicles to carry out

their work-related responsibilities, PFG failed to fully reimburse them for their mileage or travel expenses

PFG could have provided Ms. Martinez and other aggrieved employees with company mobile devices and company vehicles; or PFG could have reimbursed employees for the costs of their mobile device usage, mileage, and travel expenses. Instead, PFG passed these operating costs onto Ms. Martinez and other aggrieved employees. At all relevant times, Ms. Martinez did not earn at least two (2) times the minimum wage.

Thus, PFG had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Martinez and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PFG into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid” Labor Code section 558(c) provides that “[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.” PFG, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Martinez’s and other aggrieved employees’ rights by violating various sections of the California Labor Code.

Accordingly, Ms. Martinez seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Martinez, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PFG for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Martinez seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

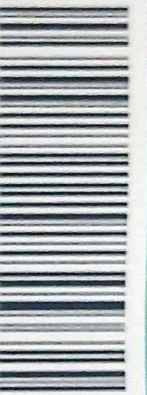
Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", is shown within a light gray rectangular border.

Ninel Kocharyan

Copy: POPULUS FINANCIAL GROUP, INC. (via U.S. Certified Mail); ACE CASH EXPRESS
INSURANCE SERVICES LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



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- ☒ Certified Mail®
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- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



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INSURANCE SERVICES LLC
300 E. JOHN CARPENTER
FREEWAY, SUITE 900
IRVING, TX 75062

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IRVING, TX 75062



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2. Article Number (Transfer from service label)

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3. Received by (Printed Name) C. Date of Delivery

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- | | |
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Signature of Addressee (Print Name) Matthew Porcius

Signature of Addressee (Print Name) Matthew Porcius

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INSURANCE SERVICES LLC
300 E. JOHN CARPENTER
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1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los
4 Angeles, California 90067.

5 On **April 18, 2025**, I served the document described as **FIRST AMENDED**
6 **COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this
7 action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as
8 follows [or] ☐ as stated on the attached service list:

9 GBG LLP
10 ELIZABETH A. BROWN
lisabrown@gbgllp.com
633 West 5th Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 358-2810
Facsimile: (213) 995-6382

Attorneys for Defendants
Populus Financial Group, Inc.
and Ace Cash Express Insurance Services
LLC

11 ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
12 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
13 familiar” with this firm’s practice of collection and processing correspondence for
14 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
15 Service that same day in the ordinary course of business with postage thereon fully
16 prepaid at Los Angeles, California.

17 ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
18 California, by e-mail delivery on the parties listed herein at their most recent known e-
19 mail address or e-mail of record in this action.

20 ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
21 electronically via OneLegal eService to the individuals listed above, as they exist on
22 that database. This will constitute service of the document(s).

23 ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of
24 collection and processing correspondence for overnight delivery. Under that practice,
25 overnight packages are enclosed in a sealed envelope with a packing slip attached
26 thereto fully prepaid. The packages are picked up by the carrier at our offices or
27 delivered by our office to a designated collection site.

28 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct. Executed on **April 18, 2025**, at Los Angeles, California.

Sophia Flores
Type/Print Name


Signature