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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

AUG 01 2024

BY _____
ABRIANNA RODRIGUEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

LUIS SEDANO; and JONATHAN AVALOS, on behalf of themselves and all others similarly situated

PLAINTIFF,

v.

NEW-INDY ONTARIO LLC, a Delaware Limited Liability Company; NEW-INDY OXNARD LLC, a Delaware Limited Liability Company; NEW-INDY CONTAINERBOARD LLC, a Delaware Limited Liability Company; NEW-INDY CONTAINERBOARD HOLD CO LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive

DEFENDANTS.

Case No.: CIVSB2216238

SECOND AMENDED CLASS ACTION COMPLAINT

1. **Failure to Pay All Overtime and Double Time Wages**
2. **Failure to Provide Meal Periods**
3. **Failure to Provide Rest Periods**
4. **Failure to Provide Accurate Wage Statements**
5. **Unfair Competition**
6. **Private Attorneys General Act**
7. **Failure to Pay All Wages Due at Separation**

DEMAND FOR JURY TRIAL

Plaintiffs LUIS SEDANO and JONATHAN AVALOS, on behalf of themselves, and all others similarly situated and the general public (hereinafter referred to as "Plaintiffs"), hereby file this proposed class action Complaint against Defendants NEW-INDY ONTARIO LLC, a Delaware Limited Liability Company; NEW-INDY OXNARD LLC, a Delaware Limited Liability Company; NEW-INDY CONTAINERBOARD LLC, a Delaware Limited Liability Company; NEW-INDY CONTAINERBOARD HOLD CO LLC, a Delaware Limited Liability Company; and DOES 1 through 100 (hereinafter collectively referred to as "Defendants"). Plaintiffs are informed and believe, and on the basis of that information and belief, allege as follows:

I. INTRODUCTION

1. This is a civil class action brought on behalf of Plaintiffs and all other individuals who worked for Defendants in California as hourly non-exempt production employees at any time from four years preceding the filing of this action, and continuing until class certification ("Class Period"), who Defendants failed to pay all overtime and/or double time wages, failed to provide meal breaks or meal period premium pay at the correct regular rate of pay in lieu thereof, failed to provide rest breaks or rest period premium pay at the correct regular rate of pay in lieu thereof, failed to provide accurate wage statements and for violating the California Unfair Competition Law.

2. Plaintiffs seek, among other things, all wages, restitutionary disgorgement, and statutory penalties. Plaintiffs seek to represent the following Class:

> All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants at any time from four years prior to the filing of the original complaint to the date of class certification. (The "Class").

3. This civil action seeks recovery of unpaid wages, waiting time penalties, and statutory penalties for Defendants' violations of California Labor Code ("Labor Code") §§ 218, 218.5, 226, 226.7, 510, 512, 1194, and the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the "IWC Wage Order(s)"). The Plaintiffs for themselves, and on behalf of the general public, and all others similarly situated, brings an action for monetary damages for failure to pay wages, declaratory relief and restitution for Defendants' violations of California Business and Professions Code ("B&PC") §17200, *et seq.*, including full restitution of all compensation retained by Defendants, as a result of its unlawful, fraudulent, and

unfair business practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, *et seq.*

4. The term "Plaintiffs" refers to Luis Sedano and Jonathan Avalos, who are the named Plaintiffs and putative class representatives.

5. Plaintiffs seek all available relief, including full restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits retained by Defendants, in addition to injunctive relief, as a result of Defendants unlawful and unfair business practices. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of this complaint up to and through the date class certification for this matter is ordered (hereinafter, the "Relevant Time Period").

II. JURISDICTION AND VENUE

6. Jurisdiction is proper in this Court because it is a civil action where the amount in controversy, exclusive of interests and costs, exceeds the jurisdictional minimum of the Court. The acts and omissions complained of in this action took place in the State of California, and all Defendants have subjected themselves to the State of California.

7. The California Superior Court has jurisdiction in this matter due to Defendants' violations of California Labor Code §1194, *et seq.*; Labor Code §§226, 226.7, and 226.8; Labor Code §500, *et seq.*; B&PC §17200, *et seq.*; the applicable IWC Wage Order(s) and related common law principles.

8. The San Bernardino Superior Court is the proper venue for this action pursuant to CCP §395(a) and §395.5 as, at all relevant times, Defendants conducted business and engaged in acts and omissions which are subject matter of this Complaint in the County San Bernardino. Defendants maintain a business location in Ontario, California, and Plaintiffs and the other class members transacted Defendants' business within the County of San Bernardino and throughout the State of California.

III. PARTIES

9. Plaintiffs are now and/or at all times mentioned in this Complaint a resident of the State of California. Plaintiff Luis Sedano works for Defendants as a non-exempt hourly employee in the state of California. Plaintiff Jonathan Avalos worked for Defendants as a non-exempt hourly

employee in the state of California.

10. Plaintiffs seeks for themselves, and the entirety of the class, all unpaid overtime wages, and double time wages owed, due to Defendants' failure to pay all overtime and/or double time wages at the correct regular rate of pay, pursuant to Labor Code §§510, 1194, 1194.2, and the applicable Industrial Welfare Commission ("IWC") Wage Order.

11. Plaintiffs seeks for themselves, and the entirety of the class, all unpaid meal period premium pay for each day Defendants failed to provide a compliant meal period(s) at the regular rate of pay/compensation, pursuant to Labor Code §§512, 226.7 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

12. Plaintiffs seeks for themselves, and the entirety of the class, all unpaid rest period premium pay for each day Defendants failed to provide a compliant rest period(s) at the regular rate of pay/compensation, pursuant to Labor Code §§512, 226.7 and the applicable Industrial Welfare Commission ("IWC") Wage Order.

13. Plaintiffs seeks for themselves, and the entirety of the class, penalties for violations of Labor Code §226(a) in providing inaccurate wage statements, the greater of actual damages or penalties from Defendants pursuant to Labor Code §226(e).

14. Plaintiff Jonathan Avalos seeks for himself and the class, penalties for failure to pay wages due upon separation of employment. This includes but is not limited to overtime and double time wages, and meal and/or rest period premiums at the regular rate of pay.

15. Defendant NEW-INDY ONTARIO LLC ("New-Indy Ontario") is now and/or at all times mentioned in this Complaint a Delaware Limited Liability Company, licensed to do business and actually doing business in the State of California.

16. Defendant New-Indy Ontario is and has been an "employer" of Plaintiffs and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

17. Defendant NEW-INDY OXNARD LLC ("New-Indy Oxnard") is now and/or at all times mentioned in this Complaint a Delaware Limited Liability Company, licensed to do business and actually doing business in the State of California.

18. Defendant New-Indy Oxnard is and has been an "employer" of Plaintiffs and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

19. Defendant NEW-INDY CONTAINERBOARD LLC ("New-Indy CB") is now and/or at all times mentioned in this Complaint a Delaware Limited Liability Company, licensed to do business and actually doing business in the State of California.

20. Defendant New-Indy CB is and has been an "employer" of Plaintiffs and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

21. Defendant NEW-INDY CONTAINERBOARD HOLD CO LLC ("New-Indy CB Hold") is now and/or at all times mentioned in this Complaint a Delaware Limited Liability Company, licensed to do business and actually doing business in the State of California.

22. Defendant New-Indy CB Hold is and has been an "employer" of Plaintiffs and the class under the meaning of the California Labor Code, common law, and the applicable IWC Wage Orders at all relevant times.

23. Plaintiffs do not know the true names and capacities of Defendants sued herein as "DOES 1-100, inclusive," and therefore sues these Defendants by such fictitious names. Defendants, including each fictitiously named DOE Defendant, owned, controlled, or managed the business for which Plaintiffs worked and/or who directly or indirectly exercised operational control over the wages, hours, and working conditions of Plaintiffs and the Class members. Defendants, including DOES 1-100, held ownership, officer, director and/or executive positions with the remaining Defendants, and acted on behalf of the remaining Defendants, which included decision-making responsibility for, and establishment of, illegal wage and hour practices, payroll practices, and policies for Defendants which have damaged Plaintiffs and the Class members. Therefore, Defendants and DOES 1-100, are "employers" as a matter of law and personally liable on the causes of action alleged herein. Plaintiffs will seek leave of the court to amend this complaint to allege such names and capacities as soon as they are ascertained.

24. Plaintiffs are informed and believes and thereon alleges that all Defendants,

including the fictitious DOE Defendants, were at all relevant times acting as actual agents, conspirators, ostensible agents, partners and/or joint ventures of all other Defendants. The actions of Defendants, their officers, managers, supervisors, agents, and other employees of Defendants against Plaintiffs and all others similarly situated were ratified by Defendants.

25. Plaintiffs are informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, and/or attributable to, all Defendants, each acting as agents and/or employees, and/or under the direction and control of the each of the other Defendants, and that said acts and failures to act were within the course and scope of said agency, employment, and/or direction and control. Plaintiffs are informed and believes, and thereon alleges, that at all times material hereto Defendants were and are the agents of each other.

26. Plaintiffs further allege that all respective Defendants complained of herein are in some manner vicariously, statutorily or otherwise liable for the acts and/or omissions of the other Defendants likewise complained of herein, jointly and severally, whether by virtue of a statutory, office, director, agency, managing agency, employment, joint employer, indirect employer, co-conspirator, aider or abettor, partnership, alter ego, association and/or joint venture relationship, affiliation or otherwise, each acting within the course and scope of such relationship(s) with actual and/or apparent authority to do so, directing, controlling, ratifying, or otherwise furthering the actions and/or omissions herein complained of.

27. At all relevant times alleged herein, Plaintiffs and the Class were employed by Defendants in the State of California.

28. Defendants personally profited by keeping wages that were owed to Plaintiffs and the Class under California's wage and hour laws, and Defendants obtained an unfair competitive advantage over law-abiding businesses by not paying Plaintiffs and the Class according to the legal minimum standards.

29. All allegations in this complaint, except as to the facts relating to Plaintiffs that are based upon their knowledge, are based upon information and belief, and are likely to have evidentiary support after a reasonable opportunity for further investigation and/or discovery. Whenever allegations in this complaint are contrary or inconsistent, such allegations are made in

the alternative.

IV. COMMON FACTUAL AND CLASS ALLEGATIONS

30. Plaintiffs brings this lawsuit on behalf of themselves and the proposed Class, which is made up of all California persons who are current and former hourly, non-exempt, production employees of Defendants from four (4) years preceding the filing of this action to the present. Plaintiffs and the Class members seek, without limitation, damages, unpaid wages, restitution, injunctive relief, declaratory relief, penalties, liquidated damages, interest, costs, and attorneys' fees to remedy Defendants' violations of wage and hour laws and unfair business practices in the manufacturing and supplying of recycled containerboard-related goods.

31. Throughout the Class Period, Plaintiffs and all class members were and are employees of Defendants, entitled to all of the protections afforded to employees under the Labor Code and applicable IWC Wage Orders.

32. Defendants' primary business is the manufacturing and supplying of recycled containerboard-related goods throughout the state of California and nationwide.

33. Throughout the Class Period, Defendants knowingly and willfully engaged and continue to engage in an unlawful scheme to avoid complying with California wage and hour laws and other state employee rights and benefits. While employed by Defendants as hourly non-exempt production employees, Plaintiffs and the Class members routinely worked in excess of eight (8) hours per day and/or forty (40) hours per week. While employed by Defendants as hourly non-exempt production employees, Plaintiffs and the Class members at times worked in excess of twelve (12) hours per day.

34. Throughout the Class Period, Plaintiffs and Class members worked in excess of eight (8) hours per work-day or forty (40) hours per work week. Defendants failed to pay current and former non-exempt hourly employees one-and-one-half times their regular rate of pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per workweek.

35. Throughout the Class Period, Plaintiffs and Class members worked in excess of twelve (12) hours per work-day. Defendants failed to pay current and former non-exempt hourly

employees no less than two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours per day.

36. Throughout the Class Period, Defendants failed to authorize and permit compliant meal periods. Plaintiffs and Class members were assigned to and required to work shifts lasting over five (5) hours, and were not provided nor allowed to take a timely thirty (30) minute uninterrupted off-duty meal break prior to the fifth hour of work. Plaintiffs and Class members were at times worked in excess of ten (10) hours, due to Defendants' assigned shifts and workload, without a second timely uninterrupted off-duty thirty (30) minute meal break at the direction of Defendants without exemption.

37. Throughout the Class Period, Defendants failed and continue to fail to pay for meal period violations at the correct regular rate of pay.

38. Throughout the Class Period, Defendants failed to authorize and provide paid rest periods compliant with the provisions of the California Labor Code and applicable Wage Order. Plaintiffs and Class members were assigned to and required to work shifts lasting over four (4) hours and were not provided nor allowed to take a non-duty free paid ten-minute uninterrupted rest break during each four (4) hour work period, or major fraction thereof, at the direction of Defendants and/or with Defendants knowledge and acquiescence.

39. Throughout the Class Period, Defendants failed and continue to fail to pay for rest period violations at the correct regular rate of pay.

40. Throughout the Class Period, Defendants willfully failed to provide accurate wage statements to Plaintiffs and the class that included, but was not limited to, showing gross wages earned, total hours worked by the employee, net wages earned, and all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee, and meal and/or rest period premium payments.

41. Defendants failed to pay Plaintiff Jonathan Avalos and the Class all earned wages timely upon termination. This includes but is not limited to overtime and double time wages, and meal and/or rest period premiums at the regular rate of pay.

42. The underpayment of wages to the Plaintiffs and the Class is a consequence of

Defendants' unlawful policies and practices which were centrally devised, implemented, communicated, and applied to Plaintiffs and all Class members.

43. Because of Defendants' unlawful conduct, Plaintiffs and Class members have been and continue to be systematically deprived of earned wages to which they are entitled by law and equity, and deprived of other benefits provided by the Labor Code and applicable IWC Wage Orders, to the detriment of himself, their families, and the public at large.

Class Action Allegations

44. Plaintiffs bring this action on their own behalf and on behalf of the proposed Class, pursuant to California Code of Civil Procedure §382.

45. Further, this action is brought for the benefit of the public, who are entitled to restitution of those funds improperly withheld by Defendants.

46. The Classes which Plaintiffs seek to represent are composed of and defined as follows:

> All current and former California hourly non-exempt production employees of Defendants for the period from four (4) years preceding the filing of the initial complaint through the date of class certification who provided production services for Defendants. (The "Class").
>
> **Sub-Class 1**
>
> All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants and who worked at least one (1) shift of eight (8) hours or more in a day or over forty (40) hours in a workweek, or at least one (1) shift over twelve (12) hours in a workday, from four (4) years preceding the filing of the initial complaint through the date of class certification. ("Regular Rate Class").
>
> **Sub-Class 2**
>
> All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants and who worked at least one (1) day of more than six (6) hours from four (4) years preceding the filing of the initial complaint through the date of class certification. ("Meal Period Class").
>
> **Sub-Class 3**
>
> All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants and who worked at least one (1) shift of 3.5 hours or more from four (4) years preceding the filing of the initial complaint through the date of class certification. ("Rest Period Class").

Sub-Class 4

All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants from one (1) year preceding the filing of the initial complaint through the date of class certification, who were provided a wage statement by Defendants and are members of Sub-Class 1 and/or 2 and/or 3. ("Wage Statement Class").

Sub-Class 5

All current and former California hourly non-exempt production employees of Defendants who provided production services for Defendants from three (3) years preceding the filing of the initial complaint through the date of class certification, who are members of Sub-Class 1 and/or 2 and/or 3. ("Waiting Time Penalties Class").

Plaintiffs reserve the right to amend or otherwise alter the class definition presented to the Court at the appropriate times, or to propose or eliminate sub-classes, in response to facts learned through discovery, or otherwise.

47. This action has been brought and may be properly maintained as a class action pursuant to the provisions of the Code of Civil Procedure §382 and other applicable law.

48. **Numerosity:** Plaintiffs are informed and believe and on that basis allege that the proposed Classes consist of over 75 people who are currently and formerly employed by Defendants in California as hourly non-exempt production employees during the relevant time period. It is possible to ascertain the number of former and current employees who are members of the proposed class, but they are so numerous that joinder is impracticable. The proposed Class includes future employees (persons who are hired by defendant within the class period, but who are not now class members as current or former employees) whose joinder is currently impossible. The precise number of Class members and their addresses can be determined by Defendants' business records and will become known to Plaintiffs through discovery. Class members may be notified of the pendency of this action by mail, e-mail, the internet, or published and posted notice.

49. **Typicality:** Plaintiffs' claims are typical of the claims of members of the proposed classes. Defendants employed Plaintiffs during the statutory period, and Plaintiffs have been subjected to Defendants' unlawful employment practices, as alleged in this Complaint.

50. **Adequacy of Class Representative:** Plaintiffs will fairly and adequately protect

the interests of the classes. Plaintiffs' interests do not conflict with Class members' interests, and Plaintiffs have retained competent and experienced counsel. The interests of Class members will be fairly and adequately protected by Plaintiffs and their counsel.

51. **Common Questions of Law and Fact:** Common questions of law and fact exist as to all Class members and predominate over any questions affecting solely individual members of the proposed Class:

a. Whether Defendants improperly retained, appropriated or deprived Plaintiffs and members of the proposed classes of the use of monies or sums to which they were legally entitled;

b. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiffs and the members of the Class the full amount of overtime and/or double time wages, based on the regular rate of pay, for each hour in excess of eight (8) per day, or forty (40) per week, and/or over twelve (12) hours in a workday, in violation of the applicable Labor Code provisions including §§510 and 1194;

c. Whether Defendants engaged in unlawful, unfair, and/or fraudulent business practices;

d. Whether Defendants, and each of them, was/were participants in the alleged unlawful conduct;

e. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiffs and the members of the Class meal periods in violation of IWC Wage Order No. 1-2001 and Labor Code §§ 226.7, 512 by failing to timely provide 30-minute uninterrupted meal periods to Plaintiffs and Class members;

f. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiffs and the members of the Class meal periods in violation of IWC Wage Order No. 1-2001 and Labor Code §§ 226.7, 512 by failing to timely provide the required number of 30-minute uninterrupted meal periods to

Plaintiffs and Class members;

g. Whether Defendants engaged in a pattern or practice of failing to pay meal period premium payments at the correct regular rate of pay to Plaintiffs and Class members;

h. Whether Defendants engaged in a pattern or practice of failing to provide Plaintiffs and the members of the Class legally compliant rest periods in violation of the applicable Wage Order and Labor Code §§226.7, 512 by failing to provide legally compliant rest periods

i. Whether Defendants engaged in a pattern or practice of failing to pay rest period premium payments at the correct regular rate of pay to Plaintiffs and Class members;

j. Whether Defendants engaged in unfair practice and violated California Business and Professions Code §17200 *et seq*. by failing to compensate Plaintiffs and the members of the Class their full amount of overtime, and/or double time wages;

k. Whether Defendants violated Labor Code §203 by failing to pay all wages due upon separation;

l. Whether Defendants failed to provide accurate wage statements to Plaintiffs and members of the Class; and

m. The nature and extent of class-wide injury and measure of damages for the injury.

52. **Superiority and Substantial Benefit:** A class action is the superior method for the fair and efficient adjudication of this controversy. Defendants implemented an illegal scheme that is generally applicable to the members of the proposed classes. Damages suffered by each Class member may be relatively small given the burden and expense of individual prosecution of the complex and expensive litigation necessitated by Defendants' conduct. Further, it would be virtually impossible for the Class members to redress the wrongs done to them on an individual basis. Even if Class members could afford such individual litigation, the court system could not.

By contrast, the class action device presents far fewer management difficulties, and provides the benefits of a single adjudication, economies of scale, and comprehensive supervision by a single court.

53. Plaintiffs know of no difficulty that will be encountered in the management of this litigation that would preclude its maintenance as a class action. Plaintiffs are informed and believes, and on that basis alleges, that the amount of money due each Class member as economic damages is ascertainable from Defendants' records, or may readily be determined by other means.

54. The Classes should also be certified because:

a. The prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendants;

b. The prosecution of separate actions by individual Class members creates the risk of adjudication with respect to them, which would, as a practical matter, be dispositive of the interests of the other Class members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests; and

c. Defendants have acted or have refused to act on grounds generally applicable to the class and/or the general public, thereby making final and injunctive relief, as well as declaratory relief, with respect to the Class as a whole, appropriate.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME AND DOUBLE TIME WAGES

In Violation of Labor Code §§510, 1194 & Wage Order.

55. (Against all Defendants on Behalf of Plaintiffs and the Class)Plaintiffs reallege and incorporate by reference Paragraphs 1 through 54 above as though fully set forth herein.

56. Labor Code §510 mandates: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work." The California overtime requirement and wage requirement are non-waivable rights pursuant to LC §219.

57. The Wage Orders mandates that employers pay one and one-half times the employees' regular rate of pay for employees who work more than eight hours in a day or forty hours in a week and two times their regular rate of pay for any work in excess of twelve hours in one day.

58. Labor Code §1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

59. Pursuant to Labor Code §§218 and 1194(a), Plaintiffs may bring a civil action for overtime and/or double time wages directly against the employer without first filing a claim with the Division of Labor Standards Enforcement ("DLSE") and may recover such wages, together with interest thereon, penalties, attorneys' fees and costs. Further, pursuant to Labor Code §1198, it is unlawful to employ person for longer than the hours set by the IWC or under conditions prohibited by the applicable IWC Wage Orders. Wage Order 1, as amended, applies to Plaintiffs.

60. However, Defendants have failed and refused to pay Plaintiffs and the class members overtime and/or double time compensation for all overtime and double time hours worked in excess of eight (8) hours per day and forty (40) hours per week, or twelve (12) hours per day, as required by LC §§510, 1194 and the applicable Wage Orders. Plaintiffs are informed

and believes and based thereon alleges that the obligations and responsibilities of the class employees are irrelevant because Plaintiffs and all other similarly situated employees were subjected to Defendants' unlawful pay plans and its failure to pay overtime and/or double time based on the regular rate of pay for all overtime and/or double time hours worked by Plaintiffs and the class members.

61. Defendants, and each of them, consistently administered a corporate policy which required Plaintiffs and the Class members to work overtime and/or double time without proper premium overtime and/or double time pay at the correct regular rate of pay. Accordingly, Plaintiffs and the Class members were and are entitled to overtime and/or double time compensation, under California law, at the appropriate regular rate of pay. Defendants have failed to properly include items of remuneration when determining Plaintiffs' and the Class Members' regular rate, this includes but is not limited to the failure to include bonuses provided to Plaintiffs and the Class members.

62. Plaintiffs and the class members have been deprived of rightfully earned overtime and/or double time compensation as a direct and proximate result of Defendants' common policies, practices, and refusal to pay the full amount of compensation earned for all overtime and/or double time hours worked.

63. Plaintiffs, and the class, are entitled to and seek the full amount of all earned unpaid overtime and/or double time pay based on the correct regular rate of pay, attorneys' fees and costs, and interest pursuant to LC §1194 in an amount to be determined at trial.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

In Violation of Labor Code §§226.7, 512, & Wage Order

(Against all Defendants on Behalf of Plaintiffs and the Class)

64. Plaintiffs re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 54 of this Complaint.

65. Labor Code §226.7 requires an employer to pay one additional hour of

compensation, at the regular rate of pay, per day for each meal period the employer fails to provide pursuant to the Labor Code and/or applicable Wage Order. Plaintiffs allege that Defendants failed to provide legally compliant meal periods to Plaintiffs and the Class members; in addition to impeding, discouraging, and/or dissuading employees from taking legally compliant meal periods. Employees are entitled to a meal period of at least thirty (30) minutes per five (5) hours work period. Plaintiffs and the Class consistently worked over five (5) hour shifts without timely meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiffs and the Class from taking timely meal periods. During the Class Period, Defendants had a policy and/or practice of scheduling meal periods after the fifth hour of work. Defendants further failed to obtain legally compliant meal period waivers for shifts lasting longer than 10 hours or on-duty meal period agreements. Pursuant to the Code, Plaintiffs and the Class were/are entitled to a meal period of not less than thirty (30) minutes prior to exceeding five (5) hours of employment and a second meal period for hours worked over ten (10) in a day.

66. Pursuant to Labor Code §512 and the applicable Wage Order, employees are entitled to a meal period of at least thirty (30) minutes per five (5) hour work period. Plaintiffs and the Class consistently worked over five (5) hour shifts without timely meal periods due to Defendants' policy of discouraging, dissuading and/or impeding Plaintiffs and the Class members from taking meal periods, including but not limited to scheduling meal periods after the fifth hour of work.

67. IWC Wage Order No. 1-2001 applies to Defendants and provides, in pertinent part, that if an employer fails to allow an employee to take meal periods in accordance with the applicable provisions of this Order, the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period was not provided.

68. During the relevant statutory time period, Defendants failed to authorize and permit timely, duty-free, uninterrupted meal breaks. Plaintiffs and Class members were routinely required to work longer than five hours without a meal break at the direction of Defendants and/or with Defendants' knowledge or acquiescence.

69. During the relevant statutory time period, Defendants failed to authorize and permit

the requisite number of meal breaks. Plaintiffs and Class members were routinely required to work longer than ten (10) hours without the requisite number of timely, duty-free, uninterrupted meal breaks at the direction of Defendants and/or with Defendants' knowledge or acquiescence without exemption.

70. By its actions in requiring employees to work longer than five hours without meal periods and/or failing to provide Plaintiffs and the Class members the requisite number of meal periods for shifts lasting longer than ten hours without exemption, Defendants have violated California Labor Code §226.7 and §11 of IWC Wage Order No. 1-2001 and are liable to Plaintiffs and the Class.

71. Defendants further failed to provide, impeded and/or discouraged Plaintiffs and the other class members from taking timely and compliant meal breaks of not less than thirty (30) minutes as required by the Labor Code and IWC Wage Order No. 1-2001. During the Relevant time period Defendants failed to obtain legal waivers waiving the first or second meal period or providing for an on-duty meal period.

72. During the Relevant time period Defendants failed to pay meal period premiums at the regular rate of pay in violation of Labor Code §226.7 and the applicable wage order.

73. Pursuant to Labor Code §226.7, Plaintiffs and the Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of pay per missed meal break per day, in a sum to be proven at trial.

74. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs and the Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

In Violation of Labor Code §§226.7, *et seq.*, & Wage Order

(Against all Defendants on Behalf of Plaintiffs and the Class)

75. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 54 as though fully set forth herein.

76. Labor Code §226.7(b) provides that "An employer shall not require an employee

to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

77. Labor Code §516 provides that the Industrial Welfare Commission "may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers."

78. The Wage Orders provide that every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked, for which there shall be no deduction from wages.

79. Labor Code §226.7(b) and Section 12 of the applicable Wage Order require an employer to pay one additional hour of compensation, at the regular rate of pay, per day for each rest period the employer failed to provide pursuant to the Labor Code and/or applicable Wage Order.

80. Plaintiffs and the Class members worked over four (4) hours per shift and/or over six (6) hours per shift.

81. Plaintiffs and the Class members were entitled to a non-captive, duty-free, paid rest period of not less than ten (10) minutes for every four hours worked or major fraction thereof, or premium pay remedy of one hours pay at the regular rate of pay for each day in lieu of the same.

82. During the relevant time period, Defendants failed to provide legally compliant non-duty free ten (10) minute paid rest periods to Plaintiffs and the Class members and/or Defendants failed to provide the requisite premium pay remedy for non-compliant and/or missed rest periods.

83. As such, as a matter of Defendants' established company policy, Defendants failed to authorize and permit all required paid rest periods established by Labor Code §§226.7 and 516

and Section 12 of the applicable Wage Order.

84. During the Relevant time period Defendants failed to pay rest period premiums at the regular rate of pay in violation of Labor Code §226.7 and the applicable wage order

85. As a result of the unlawful acts of Defendants, Plaintiffs and the Class members have been deprived of legally compliant paid rest breaks and are entitled to recover damages under Labor Code §226.7(b) and §12 of the applicable Wage Order in the amount of one additional hour of compensation at their regular rate of pay for each day a paid rest break was not provided.

86. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs and the Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

Violation Of Labor Code §226

(Against all Defendants on Behalf of Plaintiffs and the Class)

87. Plaintiffs re-allege and incorporate by reference, as though fully set forth herein, paragraphs 1 through 54 of this Complaint.

88. California Labor Code §226 provides:

> (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer…, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

89. Labor Code §226(e) provides that an employee is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation of §226 occurs and one hundred dollars ($100) for each subsequent pay period not to exceed an aggregate penalty of four thousand dollars ($4,000), as well as an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide timely and accurate itemized statements to the employees showing the gross wages earned by each of them as well as the applicable hourly rates at the corresponding hours worked.

90. During the statutory time period, Defendants knowingly and intentionally failed to provide its non-exempt employees such as Plaintiffs, and all others similarly situated, with wage statements reflecting the hours actually worked, gross wages earned, net wages earned, the applicable hourly rates at the corresponding hours worked, and/or meal and/or rest period premium payments.

91. The class members suffered injury as a result of Defendants' knowing and intentional failure to provide Plaintiffs and Class members with accurate itemized wage statements during the relevant time period as the Class, including Plaintiffs, were owed but not paid overtime and/or double time compensation for all hours worked, and premium payments for meal and/or rest periods which were not reflected on the wage statements or not paid at the accurate regular rate of pay. Plaintiffs and the class suffered injury as a reasonable person could not promptly and easily determine from the wage statements alone the accurate amount of gross wages, the hours worked, or the net wages earned for the pay period and/or the applicable hourly rates at the corresponding hours worked.

92. Plaintiffs and the class seek penalties pursuant to Labor Code §226(e), in an amount to be determined at trial, and also seek costs and reasonable attorneys' fees pursuant to Labor Code §226(e).

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

In Violation of Business and Professions Code §§17200, *et seq*.

(Against all Defendants on Behalf of Plaintiffs and the Class)

93. Plaintiffs and the class re-allege and incorporate by reference and re-allege each

and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

94. Beginning on an exact date unknown to Plaintiffs but believed to have occurred at least since four (4) years before the filing of this action, Defendants have engaged in a pattern and practice of acts of unfair competition in violation of B&PC §17200, including the practices alleged herein.

95. Defendants, and each of them, are "persons" as defined by Business and Professions Code §17201.

96. Plaintiffs seeks to enforce important rights affecting the public interest. Plaintiffs sue on their own behalf and on behalf of the current, former, and future employees of the Defendants that were denied full amounts of earned double time and/or overtime pay, required to work shifts without legally compliant meal and/or rest breaks periods and as parties harmed by Defendants unfair business practices.

97. Plaintiffs and the Class have suffered injuries-in-fact and have lost money as a result of the Defendants' unfair competition alleged herein.

98. Defendants have previously or continue to engage in unlawful, unfair, and/or fraudulent business practices, as alleged in this Complaint, in violation of California's B&PC §17200 *et seq.* by:

a. Failing and refusing to pay the class, including Plaintiffs, earned overtime and double time wages in violation of Labor Code §§510 and 1194; and

b. Failing and refusing to provide the class, including Plaintiffs, with meal periods or premium payments at the regular rate of pay in lieu thereof in violation of Labor Code §§226.7, 512 and IWC Wage Order No. 1-2001;

c. Failing and refusing to provide the class, including Plaintiffs, with rest periods or premium payments at the regular rate of pay in lieu thereof in violation of Labor Code §§226.7, 512 and IWC Wage Order No. 1-2001;

99. All of these allegations constitute unfair business practices and/or unlawful business practices in violation of California B&PC §17200, *et seq.*

100. Defendants have avoided payment of overtime wages, double time wages and other

benefits as required by the California Labor Code, the California Code of Regulations and applicable IWC Wage Orders. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiffs, and others similarly situated, and the members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to the Class, including Plaintiffs.

101. Plaintiffs and the putative class seek full restitution of said monies, as necessary and according to proof, to restore any and all monies withheld and/or acquired by Defendants by means of the unfair, unlawful, and fraudulent business practices complained of herein. Plaintiffs seek on behalf of all current and former employees of Defendants, restitution of monies retained by Defendants. Plaintiffs further seek, on behalf of themselves and the putative class, the appointment of a receiver, as necessary, to establish the total restitutionary relief from Defendants. The restitution includes all wages withheld by Defendants as a result of the unfair, unlawful, and/or fraudulent business practices; including interest thereon. Absent a statutory provision specifically governing the type of claim at issue, the prejudgment interest rate is 10 percent. The acts complained of herein occurred, at least in part, within the last four (4) years preceding the filing of the Complaint.

102. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices prohibited by California B&PC §17200, thereby depriving their employees and the putative class, the minimum working condition, standards and conditions due to them under the California labor laws and Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs further seek an order requiring Defendants to identify by full name, telephone number, and last known address for all California non-exempt employees who worked or still work for Defendants from four (4) years preceding the filing of the original Complaint through the date of class certification. Plaintiffs further seek an order requiring Defendants to timely pay restitution to all current and former employees, including back wages, and interest.

103. By and through its unfair, unlawful, and/or fraudulent business practices and acts described herein, Defendants have obtained valuable services from Plaintiffs and all persons similarly situated and has deprived Plaintiffs and all persons similarly situated of valuable rights

and benefits guaranteed by law, all to their detriment.

104. Plaintiffs, and all persons similarly situated, and all persons in interest, are entitled to and do seek such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiffs and Class members have been deprived by mean of the herein described unfair, unlawful, and/or fraudulent business practices.

105. Plaintiffs, and all persons similarly situated, and all persons in interest, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful, and/or fraudulent, and declaratory relief of Defendants engaging in any of the herein described unfair, unlawful, and/or fraudulent business practices.

106. Plaintiffs and the Class request attorney's fees and costs pursuant to Code of Civil Procedure §1021.5 since this action is brought to vindicate important rights of a large class and the public.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

Violation of Labor Code §§2699, *et seq*.

(Against all Defendants)

107. Plaintiff Luis Sedano ("Plaintiff Sedano") on behalf of himself and on behalf of all other aggrieved employees herein re-alleges and incorporates each and every one of the allegations contained in the preceding paragraphs as if fully set forth herein.

108. Labor Code §§2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

109. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees, has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

110. Plaintiff Sedano and all other current and former non-exempt production employees of Defendants who provided production services, in the state of California, are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

111. Plaintiff Sedano gave written notice electronically to the LWDA, and by certified mail to Defendants, of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code §2699.3. More than 65 days has lapsed since notice to the LWDA and the LWDA has not indicated that it intends to investigate Defendants' Labor Code violations. Accordingly, Plaintiff Sedano may commence a civil action to recover civil penalties for herself and other current and former employees under Labor Code §2699 pursuant to §2699.3.

112. Plaintiff Sedano asserts all of the claims in this Complaint against Defendants, individually and on behalf of all aggrieved employees in his capacity as private attorney general and seeks all applicable civil penalties available under the Labor Code.

113. Pursuant to Labor Code §2699, Plaintiff Sedano, individually and on behalf of all aggrieved employees, requests and seeks to recover from the Defendants; unpaid overtime and double time wages, rest period premiums, meal period premiums, and wage statement violations and penalties according to proof. Plaintiff Sedano is further entitled to attorneys' fees and costs pursuant to Labor Code §2699(g)(1), as well as all civil penalties, including, but not limited to:

a. Penalties under Code of Regulations, Title 8 §11090 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under Labor Code §558, in addition to and entirely independent and apart from other penalties provided under the Labor Code, in the amount of $50 for each underpaid aggrieved employee for each pay period the aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and $100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, with all wages recovered

pursuant to Labor Code §558 provided to the affected employees;

c. Penalties under Labor Code §1197.1, in addition to and entirely independent and apart from other penalties provided in the Labor Code, at $100 for each underpaid employee for each pay period for the initial offense and $200 for each subsequent offense; and

d. Penalties under Labor Code §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

114. Any and all additional civil penalties and sums as provided by the Labor Code and/or other statutes.

115. Plaintiff Sedano seeks and is entitled to have 75% of all penalties obtained be allocated to the LWDA and 25% to aggrieved employees.

116. Further, Plaintiff Sedano is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(g)(1).

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AT SEPARATION

Violation of Labor Code §§201, 203

(Against all Defendants)

117. Plaintiff Jonathan Avalos ("Plaintiff Avalos") re-alleges and incorporates by reference, as though fully set forth herein, paragraphs 1 through 54 of this Complaint.

118. Plaintiff Avalos and the Class members whose employment ended with Defendants during the relevant time period were entitled to be promptly paid all earned and unpaid wages at the time of termination, as required pursuant to Labor Code §§201 and 202, *et seq*. Defendants refused and/or intentionally failed to promptly compensate Plaintiff Avalos and the other Class members all earned overtime and double time wages, meal and rest period premium pay. Based on this, Plaintiff and the Class members seek and are entitled to damages in the form of statutory waiting time penalties pursuant to LC §203.

119. Plaintiff Avalos and the Class members whose employment terminated during the relevant time period were employees of Defendants covered by Labor Code §203.

120. Accordingly, pursuant to Labor Code §203, Plaintiff Avalos and the Class members are entitled to waiting time penalties at an amount to be proven at trial.

PRAYER FOR RELIEF

Plaintiffs and the Class members pray for judgment as follows:

1. An order that the action be certified as a class action;
2. An order that Plaintiffs be appointed class representative;
3. An order that counsel for Plaintiffs be appointed class counsel;
4. An order requiring Defendants to identify, by name, address and telephone number each person who worked as a California hourly non-exempt employee who provided production services for the period of four (4) years preceding the filing of the initial complaint through the date of class certification;
5. For all unpaid wages due to Plaintiffs and each Class member and liquidated damages, in amounts to be proven at trial;
6. For all unpaid overtime and double time wages due Plaintiffs and each Class member;
7. For the full amount of unpaid minimum wages and liquidated damages due Plaintiffs and each Class member pursuant to Labor Code §§ 1194 and 1194.2 and the Wage Order;
8. For restitution of all unpaid wages due Plaintiffs and each Class member;
9. For all applicable statutory penalties, in amounts to be proven at trial;
10. For all applicable civil penalties, in amounts to be proven at trial;
11. For an award of statutory penalties pursuant to section 226(e) of the California Labor Code, in amounts to be proven at trial;
12. For general damages including compensatory damages according to proof;
13. For pre-judgment interest as allowed by Labor Code §§218.6 and 1194(a) as well as Cal. Civil Code §3287 and to the extent permitted by law, the California Constitution, and/or deemed equitable by the Court;
14. For all applicable interest on damages, wages, expenses, and penalties due;

15. For injunctive relief to prevent further violations of the California Labor Code;

16. For declaratory relief that Defendants engaged in unfair practices;

17. For declaratory relief that Defendants violated Labor Code §§ 201-203, 226, 226.7, 510, 512, 1194, and 1194.2;

18. For restitution of all moneys due to Plaintiffs and Class members, and disgorged profits from the unlawful and/or unfair business practices of Defendants, pursuant to California Business & Professions Code §17200;

19. For costs of suit, expenses and attorneys' fees pursuant to Labor Code §226(e) and (h), 218.5, 1194(a), and Code of Civil Procedure §1021.5, *et seq*., and all other applicable law;

20. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant meal break was not provided, impeded, discouraged, and/or dissuaded;

21. For one (1) hour of pay at each of the employees' regular rate of compensation for each workday that a legally compliant rest break was not provided, impeded, discouraged, and/or dissuaded;

22. For an award of waiting time penalties pursuant to Labor Code § 203, in amounts to be proven at trial;

23. On behalf of Plaintiff Sedano and all other aggrieved employees and the LWDA, for all civil penalties authorized by LC §2699, including but not limited to:

a) For civil penalties pursuant to LC §558 as follows:

i. For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

ii. For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

iii. For any and all unpaid wages that shall be paid to the affected employees;

d) For civil penalties per Code of Regulations, Title 8 §11090 in the amount of $50

for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

e) For civil penalties per Labor Code §1197.1, in the amount of:

i. $100 for each underpaid employee for each initial pay period for which the employee was intentionally underpaid;

ii. $200 for each underpaid employee for each subsequent pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed; and

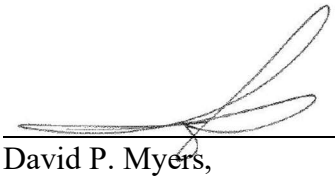
iii. Any and all wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to Labor Code §1197.1 to be paid to the affected employee;

24. For civil penalties under LC §2699(f), in addition to and entirely independent and apart from other penalties provided in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation, and;

25. For all such other and further relief that the Court may deem just and proper.

Date: 5/8/2024

THE MYERS LAW GROUP, A.P.C.



David P. Myers,
Jason Hatcher,
Andriana N. Bravo,
Attorneys for Plaintiffs and others similarly situated

PROOF OF SERVICE

I am employed in the office of a member of the bar of this Court at whose direction this service was made. I am over the age of 18 and not a party to the within action; my business address is 9327 Fairway View Place, Suite 100, Rancho Cucamonga, CA 91730.

On August 1, 2024, I served the foregoing document described as **PLAINTIFF'S SECOND AMENDED COMPLAINT FOR DAMAGES** by serving the interested parties in this action addressed as follows:

Alexander M. Chemers, Esq.
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I am "readily familiar" with the firm's practice of services of process. Under that practice, this document would be deposited:

_____ **(BY MAIL)**: with U.S. postal service on that same day with postage thereon fully prepaid in the ordinary course of business.

_____ **(BY UPS)** Overnight Delivery with the envelope placed in or with a facility maintained by the overnight delivery carrier with fees paid for or provided for.

_____ (**BY PERSONAL SERVICE)** I caused such envelope(s) to be personally served by messenger to the above addresses(s)

__X__ **(BY ELECTRONIC SERVICE)** I served the document(s) described above by emailing to the person(s) at the electronic address(es) listed above. I did not receive any electronic message or indication that the transmission was unsuccessful. My email address is ymedina@myerslawgroup.com

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed August 1, 2024 at Rancho Cucamonga, California.

Yvonne Medina

Yvonne I. Medina