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Attorneys for Plaintiff DANIEL REYES,
on behalf of himself and others similarly situated

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

DANIEL REYES, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

BEDDING ACQUISITION, LLC d/b/a
HOLLANDER SLEEP PRODUCTS;
HOLLANDER SLEEP PRODUCTS, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV21974

[Hon. Yvette Palazuelos, Dept. 9]

CLASS ACTION

**PLAINTIFF DANIEL REYES'S FIRST
AMENDED COMPLAINT FOR
DAMAGES AND RESTITUTION FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED AT MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**
- 2. FAILURE TO PAY OVERTIME WAGES FOR DAILY OVERTIME WORKED IN VIOLATION OF LABOR CODE SECTIONS 510 AND 1194**
- 3. FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7**
- 4. FAILURE TO AUTHORIZE OR PERMIT REST PERIODS IN VIOLATION OF LABOR CODE SECTION 226.7**

FILED
Superior Court of California
County of Los Angeles
08/03/2023

David W. Slayton, Executive Officer / Clerk of Court

By: K. Martinez Deputy

5. **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN VIOLATION OF LABOR CODE SECTION 204**
6. **FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226**
7. **FAILURE TO TIMELY PAY ALL EARNED WAGES AND FINAL PAYCHECKS DUE AT TIME OF SEPARATION OF EMPLOYMENT IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**
8. **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTIONS 17200, ET SEQ.**
9. **FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES/EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802**
10. **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**
11. **CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”), LABOR CODE SECTIONS 2698, ET SEQ.**

DEMAND FOR JURY TRIAL

COME NOW Plaintiff DANIEL REYES (“Plaintiff”), who alleges and complains against Defendants BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP AND DECOR (erroneously named as BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP PRODUCTS); and DOES 1 to 100, inclusive (collectively “Defendants”) as follows:

1 ///

2 **I. INTRODUCTION**

3 1. This is a class action lawsuit seeking unpaid wages and interest thereon for failure
4 to pay wages for all hours worked at minimum wage and all overtime hours worked at the
5 overtime rate of pay; failure to authorize or permit all legally required and compliant meal periods
6 or pay meal period premium wages; failure to authorize or permit all legally required and
7 compliant rest periods or pay rest period premium wages; statutory penalties for failure to timely
8 pay earned wages during employment; statutory penalties for failure to provide accurate wage
9 statements; statutory waiting time penalties in the form of continuation wages for failure to timely
10 pay employees all wages due upon separation of employment; indemnification for all necessary
11 expenditures or losses incurred by employees in direct consequence of discharging their duties;
12 failure to pay wages for accrued paid sick time at the regular rate of pay; injunctive relief and
13 other equitable relief; reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226(e)
14 and 1194; costs; and interest brought on behalf of Plaintiff and others similarly situated. Plaintiff
15 also seeks on a representative basis, following notice to the Labor and Workforce Development
16 Agency, civil penalties, reasonable attorney's fees pursuant to Labor Code section 2699(g)(1) and
17 costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

18 2. In response to the COVID-19 pandemic, the Judicial Council of California
19 enacted Emergency Rule 9 to the California Rules of Court, which provided that,
20 notwithstanding any other law, the statutes of limitations and repose for civil causes of action
21 that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.

22 **II. JURISDICTION AND VENUE**

23 3. This Court has jurisdiction over Plaintiff's and putative class members' claims for
24 failure to pay wages for all hours worked at minimum wage and overtime hours worked at the
25 overtime rate of pay due; failure to authorize or permit all legally required and compliant meal
26 periods or pay meal period premium wages; failure to authorize or permit all legally required and
27 compliant rest periods or pay rest period premium wages; failure to reimburse necessary business
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1 expenditures; failure to pay wages for accrued paid sick time at the regular rate of pay; statutory
2 penalties for failure to timely pay earned wages during employment; statutory penalties for failure
3 to provide accurate wage statements; statutory waiting time penalties in the form of continuation
4 wages for failure to timely pay employees all wages due upon separation of employment; and
5 claims for injunctive relief and restitution under California Business and Professions Code
6 sections 17200, *et seq.*, for the following reasons: Defendants operate throughout California;
7 Defendants employed Plaintiff and putative class members in locations throughout California,
8 including but not limited to Los Angeles County, at 8350 Rex Road, Pico Rivera, CA 90660; more
9 than two-thirds of putative class members are California citizens; the principal violations of
10 California law occurred in California; no other class actions have been filed against Defendants in
11 the last four (4) years alleging wage and hour violations; the conduct of Defendants forms a
12 significant basis for Plaintiff's and putative class members' claims; and Plaintiff and putative class
13 members seek significant relief from Defendants.

14 **III. PARTIES**

15 4. Plaintiff brings this action on behalf of himself and other members of the general
16 public similarly situated. Plaintiff also brings this action as a representative of the Labor and
17 Workforce Development Agency on behalf of himself and other current and former aggrieved
18 employees for violations of the Labor Code. The named Plaintiff and the class of persons on
19 whose behalf this action is filed are current, former, and/or future employees of Defendants who
20 work as hourly non-exempt employees. At all times mentioned herein, the currently named
21 Plaintiff is and was a resident of California and was employed by Defendants in the State of
22 California within the four (4) years prior to the filing of this Complaint.

23 5. Defendants employed Plaintiff as an hourly non-exempt employee from in or
24 around October 29, 1991, until on or about November 5, 2021. Plaintiff's last day of work was
25 July 23, 2021.

26 6. Plaintiff is informed and believes and thereon alleges that Defendant employed him
27 and other hourly non-exempt employees throughout the State of California and therefore their
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conduct forms a significant basis of the claims asserted in this matter.

7. Plaintiff is informed and believes and thereon alleges that Defendant BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP AND DECOR (erroneously named as BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP PRODUCTS) is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 1-25 are, and at all times relevant hereto were persons acting on behalf of Defendant BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP AND DECOR (erroneously named as BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP PRODUCTS) in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP AND DECOR (erroneously named as BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP PRODUCTS) operates in Los Angeles County and employed Plaintiff and putative class members in Los Angeles County, including but not limited to, at 8350 Rex Road, Pico Rivera, CA 90660.

8. Plaintiff is informed and believes and thereon alleges that Defendant HOLLANDER SLEEP PRODUCTS, INC. is authorized to do business within the State of California and is doing business in the State of California and/or that Defendants DOES 26-50 are, and at all times relevant hereto were persons acting on behalf of Defendant HOLLANDER SLEEP PRODUCTS, INC. in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies. Defendant HOLLANDER SLEEP PRODUCTS, INC. operates in Los Angeles County and employed Plaintiff and putative class members in Los Angeles County, including but not limited to, at 8350 Rex Road, Pico Rivera, CA 90660.

9. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51-100 are individuals unknown to Plaintiff. Each of the individual Defendants is sued individually in his or her capacity as an agent, shareholder, owner, representative, supervisor, independent contractor and/or employee of each Defendant and participated in the establishment of, or ratification of, the aforementioned illegal wage and hour practices or policies.

1 10. Plaintiff is unaware of the true names of Defendants DOES 1-100. Plaintiff sues
2 said defendants by said fictitious names and will amend this Complaint when the true names and
3 capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted
4 by law or by the Court. Plaintiff is informed and believes that each of the fictitiously named
5 Defendants is in some manner responsible for the events and allegations set forth in this
6 Complaint.

7 11. Plaintiff is informed and believes and thereon alleges that at all relevant times, each
8 Defendant was an employer, was the principal, agent, partner, joint venturer, officer, director,
9 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
10 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
11 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
12 of the other defendants so as to be liable for their conduct with respect to the matters alleged in
13 this Complaint. Plaintiff is further informed and believe and thereon allege that each Defendant
14 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
15 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
16 controlled, aided and abetted the conduct of all other defendants. As used in this First Amended
17 Complaint (“FAC”), “Defendant” means “Defendants and each of them,” and refers to the
18 Defendants named in the particular cause of action in which the word appears and includes
19 Defendants BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP AND DECOR
20 (erroneously named as BEDDING ACQUISITION, LLC d/b/a HOLLANDER SLEEP
21 PRODUCTS); HOLLANDER SLEEP PRODUCTS, INC.; and DOES 1 to 100, inclusive.

22 12. At all times mentioned herein, each Defendant was the co-conspirator, agent,
23 servant, employee, and/or joint venturer of each of the other defendants and was acting within the
24 course and scope of said conspiracy, agency, employment, and/or joint venture and with the
25 permission and consent of each of the other Defendants.

26 13. Plaintiff makes the allegations in this FAC without any admission that, as to any
27 particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff
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1 reserves all of Plaintiff's rights to plead in the alternative.

2 **IV. DESCRIPTION OF ILLEGAL PAY PRACTICES**

3 14. Pursuant to the applicable Industrial Welfare Commission ("IWC") Wage Order
4 ("Wage Order"), codified at California Code of Regulations, title 8, section 11010, Defendants are
5 employers of Plaintiff within the meaning of the applicable Wage Order and applicable Labor
6 Code sections. Therefore, each of these Defendants is jointly and severally liable for the wrongs
7 complained of herein in violation of the Wage Order and the Labor Code.

8 15. **Failure to pay wages for all hours worked at the legal minimum wage:**
9 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
10 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
11 which includes all time that an employee is under the control of the employer and all time the
12 employee is suffered and permitted to work. This includes the time an employee spends, either
13 directly or indirectly, performing services which inure to the benefit of the employer.

14 16. Labor Code sections 1194 and 1197 require an employer to compensate employees
15 for all "hours worked" at least at the minimum wage rate of pay as established by the IWC and the
16 Wage Orders.

17 17. Plaintiff and similarly situated hourly non-exempt employees worked more minutes
18 per shift than Defendants credited them with having worked. Defendants failed to pay Plaintiff and
19 similarly situated employees all wages at the applicable minimum wage for all hours worked due
20 to Defendants' policies, practices, and/or procedures including, but not limited to, beginning on or
21 about February 1, 2020, Defendants required Plaintiff and similarly situated employees to arrive
22 approximately fifteen (15) minutes prior to their shift to line up, wait in line, and undergo medical
23 screenings, including but not limited to temperature checks, prior to being permitted to clock in for
24 the start of their shift. Plaintiff and similarly situated employees were not paid for this time
25 resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff and similarly
26 situated employees worked.

27 18. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
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1 employees to be subject to Defendants' control without paying wages for that time. This resulted
2 in Plaintiff and similarly situated employees working time for which they were not compensated
3 any wages, in violation of Labor Code sections 1194, 1197, and the applicable Wage Order.

4 **19. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
5 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
6 employees. In California, an employer is required to pay hourly employees for all "hours worked,"
7 which includes all time that an employee is under the control of the employer and all time the
8 employee is suffered or permitted to work. This includes the time an employee spends, either
9 directly or indirectly, performing services which inure to the benefit of the employer.

10 **20.** Labor Code sections 510 and 1194 and the applicable Wage Order require an
11 employer to compensate employees at a higher rate of pay for hours worked in excess of eight (8)
12 hours in a workday, more than forty (40) hours in a workweek, and on any seventh consecutive
13 day of work in a workweek:

14 Any work in excess of eight hours in one workday and any work in excess of 40
15 hours in any one workweek and the first eight hours worked on the seventh day of
16 work in any one workweek shall be compensated at the rate of no less than one and
17 one-half times the regular rate of pay for an employee. Any work in excess of 12
18 hours in one day shall be compensated at the rate of no less than twice the regular
19 rate of pay for an employee. In addition, any work in excess of eight hours on any
20 seventh day of a workweek shall be compensated at the rate of no less than twice
21 the regular rate of pay of an employee.

22 Labor Code section 510; Applicable Wage Order §3.

23 **21.** Defendants failed to pay Plaintiff and similarly situated employees all wages at the
24 applicable minimum wage for all hours worked due to Defendants' policies, practices, and/or
25 procedures including, but not limited to, beginning on or about February 1, 2020, Defendants also
26 required Plaintiff and similarly situated employees to arrive approximately fifteen (15) minutes
27 prior to their shift to line up, wait in line, and undergo medical screenings, including but not
28 limited to temperature checks, prior to being permitted to clock in for the start of their shift.
Plaintiff and similarly situated employees were not paid for this time.

22. To the extent the employees had already worked 8 hours in the day and on
workweeks they had already worked 40 hours in a workweek, the employees should have been

1 paid overtime for this unpaid time. This resulted in hourly non-exempt employees working time
2 which should have been paid at the legal overtime rate but was not paid any wages in violation of
3 Labor Code sections 510, 1194, and the applicable Wage Order.

4 23. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
5 failing to pay Plaintiff and similarly situated employees at their overtime rate of pay for all
6 overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

7 24. **Failure to authorize or permit all legally required and compliant meal periods**
8 **and/or failure to pay meal period premium wages:** Defendants often employed hourly non-
9 exempt employees, including the named Plaintiff and similarly situated employees, for shifts
10 longer than five (5) hours in length and shifts longer than ten (10) hours in length.

11 25. California law requires an employer to authorize or permit an uninterrupted meal
12 period of no less than thirty (30) minutes no later than the end of the employee's fifth hour of
13 work and a second meal period no later than the employee's tenth hour of work. Labor Code §512;
14 Applicable Wage Order, §11. If the employee is not relieved of all duties during a meal period, the
15 meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on
16 duty" meal period is only permitted when (1) the nature of the work prevents an employee from
17 being relieved of all duty and (2) the parties have a written agreement agreeing to on-duty meal
18 periods. If the employee is not free to leave the work premises or worksite during the meal period,
19 even if the employee is relieved of all other duty during the meal period, the employee is subject
20 to the employer's control and the meal period is counted as time worked. If an employer fails to
21 provide an employee a meal period in accordance with the law, the employer must pay the
22 employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally
23 required and compliant meal period was not provided. Labor Code §226.7; Applicable Wage
24 Order, §11.

25 26. Here, Plaintiff and similarly situated employees worked shifts long enough to
26 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
27 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
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1 Plaintiff and similarly situated employees of no less than thirty (30) minutes for each five-hour
2 period of work as required by law. Such policies, practices, and/or procedures included, but were
3 not limited to, [1] failing to authorize or permit Plaintiff and similarly situated employees a second
4 uninterrupted duty-free meal period of no less than thirty (30) minutes for shifts exceeding ten
5 (10) hours as required by law; and [2] requiring Plaintiff and similarly situated employees to travel
6 to and from a designated area while they were off the clock during their meal periods, resulting in
7 meal periods that were not duty-free and/or less than thirty (30) minutes. Specifically, meal
8 periods were shorter than thirty (30) minutes because Plaintiff and similarly situated employees
9 were required to travel to a designated area after hearing a bell which indicated the start of the
10 meal period. A bell would sound to inform Plaintiff and similarly situated employees to start their
11 meal period, at which time they would spend 5 minutes traveling to the designated break room
12 where they would clock out. Then a second bell rang twenty-five (25) minutes after the first bell,
13 at which time Plaintiff and similarly situated employees would clock in from the meal period and
14 begin traveling to back to their workstation where they were required to be when the meal period
15 end bell sounded.

16 27. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
17 meal period premium wage of one (1) additional hour of pay at their regular rate of compensation
18 for each workday the employees did not receive all legally required and compliant meal periods.
19 Defendants employed policies and procedures which ensured that employees did not receive any
20 meal period premium wages to compensate them for workdays in which they did not receive all
21 legally required and compliant meal periods.

22 28. The aforementioned policies, practices, and/or procedures of Defendants resulted in
23 Plaintiff and similarly situated employees not being provided with all legally required and
24 compliant meal periods and/or not receiving premium wages to compensate them for such
25 instances, all in violation of California law.

26 29. **Failure to authorize and permit all legally required and compliant rest periods**
27 **and/or failure to pay rest period premiums:** Defendants often employed non-exempt
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1 employees, including the named Plaintiff and similarly situated employees, for shifts of least
2 three-and-a-half (3.5) hours.

3 30. California law requires every employer to authorize and permit an employee a rest
4 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
5 Code §226.7; Applicable Wage Order, §12. If the employer fails to authorize or permit a required
6 rest period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate
7 of compensation for each workday the employer did not authorize or permit a legally required rest
8 period. *Id.* Under California law, “[e]mployees are entitled to 10 minutes’ rest for shifts from three
9 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30
10 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v.*
11 *Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7; Applicable Wage Order,
12 §12. Rest periods, insofar as practicable, shall be in the middle of each work period. Applicable
13 Wage Order, §12. Additionally, the rest period requirement “obligates employers to permit – and
14 authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*,
15 (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all
16 duties and relinquish control over how employees spend their time. *Id.*

17 31. In this case, Plaintiff and similarly situated employees regularly worked shifts of
18 more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices,
19 and/or procedures that resulted in their failure to authorize or permit all legally required and
20 compliant rest periods to Plaintiff and similarly situated employees. Such policies, practices,
21 and/or procedures included, but were not limited to, [1] requiring Plaintiff and similarly situated
22 employees to travel to and from a designated area during their rest periods, resulting in rest
23 periods that were not duty-free and/or were less than a net (10) minutes; and [2] beginning on or
24 about February 1, 2020, no longer allowing Plaintiff and similarly situated employees to leave the
25 premises during rest periods, resulting in rest periods that were not duty-free. Specifically, prior to
26 and during some portion of 2020, Defendant provided 15-minute rest periods which were short
27 because ten minutes after the rest break start bell sounds, the rest break end warning bell sounds,

1 at which point Plaintiff and similarly situated employees are required to start traveling back to
2 their work stations in order to be back at their workstations ready to work when the end rest break
3 bell sounds. During some portion of 2020 and thereafter, Defendant provided 15-minute rest
4 periods which were short because after the first rest period bell sounds, Plaintiff and similarly
5 situated employees are required to travel five minutes to a designated break area away from their
6 workstation and clock out. Then, ten minutes after the initial rest break bell, the warning bell rang
7 signaling the end of the rest period is five minutes away and therefore Plaintiff and similarly
8 situated employees would begin traveling back to their workstation in order to be at their
9 workstations and ready to work then the rest break end bell sounds.

10 32. Additionally, Defendants failed to pay Plaintiff and similarly situated employees a
11 rest period premium wage of one (1) additional hour of pay at their regular rate of compensation
12 for each workday the employees did not receive all legally required and compliant rest periods.
13 Defendants employed policies and procedures which ensured that employees did not receive any
14 rest period premium wages to compensate them for workdays in which they did not receive all
15 legally required and compliant rest periods.

16 33. The aforementioned policies, practices, and/or procedures of Defendants resulted in
17 Plaintiff and similarly situated employees not being provided with all legally required and
18 compliant rest periods and/or not receiving premium wages to compensate them for such
19 instances, all in violation of California law.

20 34. **Failure to timely pay earned wages during employment:** In California, wages
21 must be paid at least twice during each calendar month on days designated in advance by the
22 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
23 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
24 and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of
25 any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other
26 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
27 seven (7) calendar days following the close of the payroll period in which wages were earned.

1 Labor Code §204(d).

2 35. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
3 to timely pay Plaintiff's and similarly situated employees' earned wages (including minimum
4 wages, overtime wages, meal period premium wages, and/or rest period premium wages), in
5 violation of Labor Code section 204.

6 36. Defendants' aforementioned policies, practices, and/or procedures resulted in their
7 failure to pay Plaintiff and similarly situated employees their earned wages within the applicable
8 time frames outlined in Labor Code section 204.

9 37. **Failure to provide accurate wage statements:** Labor Code section 226(a)
10 provides, *inter alia*, that, upon paying an employee his or her wages, the employer must "furnish
11 each of his or her employees ... an itemized statement in writing showing (1) gross wages earned,
12 (2) total hours worked by the employee, except for any employee whose compensation is solely
13 based on a salary and who is exempt from payment of overtime under subdivision (a) of Section
14 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate
15 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided, that all deductions made on written orders of the employee may be
17 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period
18 for which the employee is paid, (7) the name of the employee and his or her social security
19 number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
20 hourly rates in effect during the pay period and the corresponding number of hours worked at each
21 hourly rate by the employee."

22 38. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
23 to provide accurate wage and hour statements to him and other similarly situated employees who
24 were subject to Defendants' control for uncompensated time and who did not receive all their
25 earned wages (including minimum wages, overtime wages, meal period premium wages, and/or
26 rest period premium wages), in violation of Labor Code section 226.

27 39. **Failure to timely pay final wages:** An employer is required to pay all unpaid
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1 wages timely after an employee's employment ends. The wages are due immediately upon
2 termination or within seventy-two (72) hours of resignation. Labor Code §§201, 202.

3 40. As a result of the aforementioned violations of the Labor Code, Plaintiff alleges
4 that he, and on information and belief, other similarly situated employees, were not paid their final
5 wages in a timely manner as required by Labor Code section 203. Minimum wages for all hours
6 worked, overtime wages for overtime hours worked, meal period premium wages, and/or rest
7 period premium wages (all described above), were not paid at the time of Plaintiff's and other
8 similarly situated employees' separation of employment, whether voluntarily or involuntarily, as
9 required by Labor Code sections 201, 202, and 203.

10 41. **Failure to indemnify employees for losses and expenditures incurred as part of**
11 **their employment:** Labor Code section 2802(a) states that "[a]n employer shall indemnify his or
12 her employee for all necessary expenditures or losses incurred by the employee in direct
13 consequence of the discharge of his or her duties, or of his or her obedience to the directions of the
14 employer..." An employer is prohibited from passing the ordinary business expenses and losses of
15 the employer onto the employee. (Labor Code section 2802).

16 42. Defendants employed policies, practices, and/or procedures of impermissibly
17 passing business-related expenses to Plaintiff and similarly situated employees. These policies,
18 practices, and/or procedures included, but were not limited to, requiring Plaintiff and similarly
19 situated employees to use their personal cell phone for work-related purposes - without
20 reimbursing Plaintiff and similarly situated employees for such use.

21 43. The costs incurred by Plaintiff and similarly situated employees to use or purchase
22 their own tools and/or resources for their mandatory compliance with Defendants' aforementioned
23 policies, practices, and/or procedures were significant as a result of their employment with
24 Defendants.

25 44. Defendants employed policies and procedures which ensured Plaintiff and similarly
26 situated employees would not receive indemnification for the aforementioned necessary
27 expenditures incurred as a result of their employment with Defendants.

1 45. Defendants' aforementioned policies, practices, and/or procedures resulted in
2 Plaintiff and similarly situated employees not receiving indemnification for employment-related
3 expenditures, in violation of Labor Code section 2802.

4 46. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
5 Defendants had a policy and/or procedure where Plaintiff and similarly situated employees
6 accrued paid sick time.

7 47. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
8 who...works in California for the same employer for 30 or more days within a year from the
9 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
10 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
11 beginning at the commencement of employment. Labor Code section 246(b).

12 48. Here, Plaintiff and similarly situated employees were employed by Defendants for
13 30 or more days and were entitled to paid sick days. Also, Plaintiff and similarly situated
14 employees began accruing paid sick days since the beginning of each of their respective
15 employment with Defendants.

16 49. Labor Code section 246, subdivision (l), provides that an employer shall calculate
17 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
18 workweek in which the employee elected to use paid sick time. "The regular rate at which an
19 employee is employed shall be deemed to include all remuneration for employment paid to, or on
20 behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies
21 and Interpretations Manual, Section 49.1.2.

22 50. In this case, Plaintiff alleges that when he and similarly situated employees elected
23 to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of
24 pay due to Defendants' failure to include all remuneration when calculating the sick time rate of
25 pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include
26 all remuneration such as bonus pay, for example, when calculating Plaintiff's and similarly
27 situated employees' regular rate of pay for the purpose of paying sick time.

1 ///

2 **V. CLASS DEFINITIONS AND CLASS ALLEGATIONS**

3 51. Plaintiff brings this action on behalf of himself, on behalf of others similarly
4 situated, and on behalf of the general public, and as members of a Class defined as follows:

5 A. **Minimum Wage Class:** All current and former hourly non-exempt
6 employees employed by Defendants in California at any time from four (4) years prior to the filing
7 of the initial Complaint in this matter through the date notice is mailed to a certified class who
8 were not paid at least minimum wage for all time they were subject to Defendants' control.

9 B. **Overtime Class:** All current and former hourly non-exempt employees
10 employed by Defendants in California at any time from four (4) years prior to the filing of the
11 initial Complaint in this matter through the date notice is mailed to a certified class who worked
12 more than eight (8) hours in a workday, forty (40) hours in a workweek, and/or seven (7) days in a
13 workweek, to whom Defendants did not pay overtime wages.

14 C. **Meal Period Class:** All current and former hourly non-exempt employees
15 employed by Defendants in California at any time from four (4) years prior to the filing of the
16 initial Complaint in this matter through the date notice is mailed to a certified class who worked
17 shifts more than five (5) hours yet Defendants failed to authorize or permit all required duty-free
18 meal periods of not less than thirty (30) minutes.

19 D. **Rest Period Class:** All current and former hourly non-exempt employees
20 employed by Defendants in California at any time from four (4) years prior to the filing of the
21 initial Complaint in this matter through the date notice is mailed to a certified class who worked
22 shifts of at least three-and-a-half (3.5) hours who did not receive all required duty-free rest periods
23 of a net ten (10) minutes for every four (4) hours worked or major fraction thereof.

24 E. **Sick Time Pay Class:** All current and former hourly non-exempt
25 employees employed by Defendants in California at any time from four (4) years prior to the filing
26 of the initial Complaint through the date notice is mailed to a certified class who received
27 additional remuneration during pay periods in which they accrued sick pay and whose regular rate

1 of pay did not include such additional remuneration when Defendants calculated those employees'
2 sick pay wages.

3 **F. Indemnification Class:** All current and former hourly non-exempt
4 employees employed by Defendants in California at any time from four (4) years prior to the filing
5 of the initial Complaint in this action through the date notice is mailed to a certified class who did
6 not receive indemnification to reimburse them for the necessary expenditures incurred in the
7 discharge of their duties.

8 **G. Pay Day Class:** All current and former hourly non-exempt employees
9 employed by Defendants in California at any time from four (4) years prior to the filing of the
10 initial Complaint in this action through the date notice is mailed to a certified class who were not
11 timely paid earned wages during their employment.

12 **H. Wage Statement Class:** All current and former hourly non-exempt
13 employees employed by Defendants in California at any time from one (1) year prior to the filing
14 of the initial Complaint in this action through the date notice is mailed to a certified class who
15 received inaccurate or incomplete wage and hour statements.

16 **I. Waiting Time Class:** All current and former hourly non-exempt employees
17 employed by Defendants in California at any time from three (3) years prior to the filing of the
18 initial Complaint in this action through the date notice is mailed to a certified class who did not
19 receive payment of all unpaid wages upon separation of employment within the statutory time
20 period.

21 **J. California Class:** All aforementioned classes are herein collectively
22 referred to as the "California Class."

23 52. There is a well-defined community of interest in the litigation and the classes are
24 ascertainable:

25 **A. Numerosity:** While the exact number of class members in each class is
26 unknown to Plaintiff at this time, the Plaintiff classes are so numerous that the individual joinder
27 of all members is impractical under the circumstances of this case.

1 B. **Common Questions Predominate:** Common questions of law and fact
2 exist as to all members of the Plaintiff classes and predominate over any questions that affect only
3 individual members of each class. The common questions of law and fact include, but are not
4 limited to:

5 i. Whether Defendants violated Labor Code sections 1194 and 1197
6 by not paying wages at the minimum wage rate for all time that the Minimum Wage Class
7 Members were subject to Defendants' control;

8 ii. Whether Defendants violated Labor Code sections 510 and 1194 by
9 not paying the Overtime Class Members at the applicable overtime rate for working in excess of
10 eight (8) hours in a workday, in excess of forty (40) hours in a workweek, and/or seven (7) days in
11 a workweek;

12 iii. Whether Defendants violated Labor Code sections 512 and 226.7, as
13 well as the applicable Wage Order, by employing the Meal Period Class Members without
14 providing all compliant and/or required meal periods and/or paying meal period premium wages;

15 iv. Whether Defendants violated Labor Code section 226.7 by
16 employing the Rest Period Class Members without providing all compliant and/or required rest
17 periods and/or paying rest period premium wages;

18 v. Whether Defendants violated Labor Code section 204 by employing
19 Pay Day Class Members without timely paying them all earned wages during their employment;

20 vi. Whether Defendants failed to provide the Wage Statement Class
21 Members with accurate itemized statements at the time they received their itemized statements;

22 vii. Whether Defendants failed to provide the Waiting Time Class
23 Members with all of their earned wages upon separation of employment within the statutory time
24 period;

25 viii. Whether Defendants committed unlawful business acts or practice
26 within the meaning of Business and Professions Code sections 17200, *et seq.*;

27 ix. Whether Defendants failed to indemnify employees for
28

employment-related expenditures in violation of Labor Code section 2802;

x. Whether Defendants failed to timely pay wages for accrued sick days at the regular rate of pay in violation of Labor Code section 246;

xi. Whether Class Members are entitled to unpaid wages, penalties, and other relief pursuant to their claims;

xii. Whether, as a consequence of Defendants' unlawful conduct, the Class Members are entitled to restitution, and/or equitable relief; and

xiii. Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiff and as to Class Members as a whole.

C. **Typicality:** Plaintiff's claims are typical of the claims of the class members in each of the classes. Plaintiff and members of the Minimum Wage Class sustained damages arising out of Defendants' failure to pay wages at least at minimum wage for all time the employees were subject to Defendants' control. Plaintiff and members of the Overtime Wage Class sustained damages arising out of Defendants' failure to pay overtime wages for overtime hours worked. Plaintiff and members of the Meal Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required meal periods and/or meal periods that were duty-free and not less than thirty (30) minutes and/or failure to pay meal period premium wages as compensation. Plaintiff and members of the Rest Period Class sustained damages arising out of Defendants' failure to provide non-exempt employees with all required rest periods and/or rest periods that were duty-free and of a net ten (10) minutes and/or failure to pay rest period premium wages as compensation. Plaintiff and members of the Indemnification Class sustained damages from incurring expenses during the course of business without being reimbursed. Plaintiff and members of the Sick Pay Class sustained damages from not being paid all sick pay wages due and owing. Plaintiff and members of the Pay Day Class sustained damages arising out of Defendants' failure to timely pay them all wages earned during their employment in compliance with Labor Code section 204. Plaintiff and members of the Wage Statement Class sustained damages arising out of Defendants' failure to furnish them with accurate itemized wage

1 statements in compliance with Labor Code section 226. Plaintiff and members of the Waiting
2 Time Class sustained damages arising out of Defendants' failure to provide all unpaid yet earned
3 wages due upon separation of employment within the statutory time limit.

4 D. **Adequacy of Representation:** Plaintiff will fairly and adequately protect
5 the interests of the members of each class. Plaintiff has no interest that is adverse to the interests of
6 the other class members.

7 E. **Superiority:** A class action is superior to other available means for the fair
8 and efficient adjudication of this controversy. Because individual joinder of all members of each
9 class is impractical, class action treatment will permit a large number of similarly situated persons
10 to prosecute their common claims in a single forum simultaneously, efficiently, and without the
11 unnecessary duplication of effort and expense that numerous individual actions would engender.
12 The expenses and burdens of individual litigation would make it difficult or impossible for
13 individual members of each class to redress the wrongs done to them, while important public
14 interests will be served by addressing the matter as a class action. The cost to and burden on the
15 court system of adjudication of individualized litigation would be substantial, and substantially
16 more than the costs and burdens of a class action. Individualized litigation would also present the
17 potential for inconsistent or contradictory judgments.

18 F. **Public Policy Consideration:** Employers throughout the state violate wage
19 and hour laws. Current employees often are afraid to assert their rights out of fear of direct or
20 indirect retaliation. Former employees fear bringing actions because they perceive their former
21 employers can blacklist them in their future endeavors with negative references or by other means.
22 Class actions provide the class members who are not named in the Complaint with a type of
23 anonymity that allows for vindication of their rights.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES FOR ALL HOURS OF WORK AT THE LEGAL MINIMUM**

26 **WAGE RATE IN VIOLATION OF LABOR CODE SECTIONS 1194 AND 1197**

27 **(Against All Defendants by Plaintiff and the Minimum Wage Class)**

1 53. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 54. At all times relevant to this Complaint, Plaintiff and the Minimum Wage Class
3 were hourly non-exempt employees of Defendants.

4 55. Pursuant to Labor Code sections 1194, 1197, and the Wage Order, Plaintiff and the
5 Minimum Wage Class are entitled to receive wages for all hours worked, i.e., all time they were
6 subject to Defendants' control, and those wages must be paid at least at the minimum wage rate in
7 effect during the time the employees earned the wages.

8 56. Defendants' policies, practices, and/or procedures required Plaintiff and the
9 Minimum Wage Class to be engaged, suffered, or permitted to work without being paid wages for
10 all of the time in which they were subject to Defendants' control.

11 57. Beginning on or about February 1, 2020, Defendants employed policies, practices,
12 and/or procedures including, but not limited to, requiring Plaintiff and the Minimum Wage Class
13 to arrive approximately fifteen (15) minutes prior to the start of their shift to line up, wait in line,
14 and undergo medical screenings, including but not limited to temperature checks, prior to being
15 permitted to clock in for the start of their shift. Plaintiff and the Minimum Wage Class were not
16 paid for this time resulting in Defendants' failure to pay minimum wage for all the hours Plaintiff
17 and the Minimum Wage Class worked.

18 58. As a result of Defendants' unlawful conduct, Plaintiff and the Minimum Wage
19 Class have suffered damages in an amount subject to proof, to the extent that they were not paid
20 wages at a minimum wage rate for all hours worked.

21 59. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
22 Wage Class are entitled to recover unpaid minimum wage, interest thereon, liquidated damages in
23 the amount of their unpaid minimum wage, and attorneys' fees and costs.

24 **SECOND CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE**

26 **SECTIONS 510 and 1194**

27 **(Against All Defendants by Plaintiff and the Overtime Class)**

1 60. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 61. At times relevant to this Complaint, Plaintiff and the Overtime Class were hourly
3 non-exempt employees of Defendants, covered by Labor Code sections 510 and 1194 and the
4 applicable Wage Order.

5 62. Pursuant to Labor Code sections 510 and 1194 and the applicable Wage Order,
6 hourly non-exempt employees are entitled to receive a higher rate of pay for all hours worked in
7 excess of eight (8) hours in a workday, forty (40) hours in a workweek, and on the seventh day of
8 work in a workweek.

9 63. Labor Code section 510, subdivision (a), states in relevant part:

10 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
11 one workday and any work in excess of 40 hours in any one workweek and the first
12 eight hours worked on the seventh day of work in any one workweek shall be
13 compensated at the rate of no less than one and one-half times the regular rate of
14 pay for an employee. Any work in excess of 12 hours in one day shall be
15 compensated at the rate of no less than twice the regular rate of pay for an
16 employee. In addition, any work in excess of eight hours on any seventh day of a
17 workweek shall be compensated at the rate of no less than twice the regular rate of
18 pay of an employee. Nothing in this section requires an employer to combine more
19 than one rate of overtime compensation in order to calculate the amount to be paid
20 to an employee for any hour of overtime work.

21 64. Further, Labor Code section 1198 provides,

22 The maximum hours of work and the standard conditions of labor fixed by the
23 commission shall be the maximum hours of work and the standard conditions of
24 labor for employees. The employment of any employee for longer hours than those
25 fixed by the order or under conditions of labor prohibited by the order is unlawful.

26 65. Despite California law requiring employers to pay employees a higher rate of pay
27 for all hours worked more than eight (8) hours in a workday, more than forty (40) hours in a
28 workweek, and on the seventh day of work in a workweek, Defendants failed to pay all overtime
wages to Plaintiff and the Overtime Class for their daily overtime hours worked.

 66. Specifically, beginning on or about February 1, 2020, Defendants employed
policies, practices, and/or procedures including, but not limited to, requiring Plaintiff and the

Overtime Class to arrive approximately fifteen (15) minutes prior to their shift to line up, wait in line, and undergo medical screenings, including but not limited to temperature checks, prior to being permitted to clock in for the start of their shift. Plaintiff and the Overtime Class were not paid for this time.

67. To the extent that the foregoing unpaid time resulted from Plaintiff and the Overtime Class being subject to the control of Defendants when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Defendants failed to pay them at their overtime rate of pay for all the overtime hours they worked.

68. As a result of Defendants' unlawful conduct, Plaintiff and the Overtime Class have suffered damages in an amount subject to proof, to the extent that they were not paid at their proper overtime rate of pay for all hours worked which constitute overtime.

69. Pursuant to Labor Code section 1194, Plaintiff and the Overtime Class are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, and attorneys' fees and costs.

THIRD CAUSE OF ACTION

FAILURE TO AUTHORIZE OR PERMIT MEAL PERIODS IN VIOLATION OF LABOR CODE SECTIONS 512 AND 226.7

(Against All Defendants by Plaintiff and the Meal Period Class)

70. Plaintiff incorporates all paragraphs above as though fully set forth herein.

71. At all times relevant to this Complaint, Plaintiff and the Meal Period Class were hourly non-exempt employees of Defendants, covered by Labor Code sections 512 and 226.7 and the Wage Order.

72. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities no later than the end of the employee's fifth hour of work and a second meal period no later than the employee's tenth hour of work. Labor Code sections 226.7, 512; Applicable Wage Order, §11; *Brinker Rest.*

1 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. If the employer requires the employee to
2 remain at the work site or facility during the meal period, the meal period must be paid. This is
3 true even where the employee is relieved of all work duties during the meal period. *Bono*
4 *Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. Labor Code section 226.7 provides that
5 if an employee does not receive a required meal or rest period that “the employer shall pay the
6 employee one additional hour of pay at the employee’s regular rate of compensation for each work
7 day that the meal or rest period is not provided.”

8 73. In this case, Plaintiff and the Meal Period Class worked shifts long enough to
9 entitle them to meal periods under California law. Nevertheless, Defendants employed policies,
10 practices, and/or procedures that resulted in their failure to authorize or permit meal periods to
11 Plaintiff and the Meal Period Class of no less than thirty (30) minutes for each five-hour period of
12 work as required by law. Such policies, practices, and/or procedures included, but were not limited
13 to, [1] failing to authorize or permit Plaintiff and the Meal Period Class a second uninterrupted
14 duty-free meal period of no less than thirty (30) minutes for each five-hour period of work as
15 required by law; and [2] requiring Plaintiff and the Meal Period Class to travel to and from a
16 designated area while they were off the clock during their meal periods, resulting in meal periods
17 that were not duty-free and/or less than thirty (30) minutes. Specifically, meal periods were shorter
18 than thirty (30) minutes because Plaintiff and the Meal Period Class were required to travel to a
19 designated area after hearing a bell which indicated the start of the meal period. A bell would
20 sound to inform Plaintiff and the Meal Period Class to start their meal period, at which time they
21 would spend 5 minutes traveling to the designated break room where they would clock out. Then a
22 second bell rang twenty-five (25) minutes after the first bell, at which time Plaintiff and the Meal
23 Period Class would clock in from the meal period and begin traveling to back to their workstation
24 where they were required to be when the meal period end bell sounded.

25 74. Additionally, Defendants failed to pay Plaintiff and the Meal Period Class one (1)
26 hour of pay at their regular rate of pay for each workday they did not receive all legally required
27 and legally compliant meal periods. Defendants lacked a policy and procedure for compensating
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1 Plaintiff and the Meal Period Class with premium wages when they did not receive all legally
2 required and legally compliant meal periods.

3 75. Defendants' unlawful conduct alleged herein occurred in the course of employment
4 of Plaintiff and the Meal Period Class and such conduct has continued through the filing of this
5 Complaint.

6 76. Because Defendants failed to provide employees with meal periods in compliance
7 with the law, Defendants are liable to Plaintiff and the Meal Period Class for one (1) hour of
8 additional pay at the regular rate of compensation for each workday that Defendants did not
9 provide all legally required and legally compliant meal periods, pursuant to Labor Code section
10 226.7 and the Wage Order.

11 77. Plaintiff, on behalf of himself and the Meal Period Class, seeks damages and all
12 other relief allowable, including a meal period premium wage for each workday Defendants failed
13 to provide all legally required and legally compliant meal periods, plus pre-judgment interest.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO AUTHORIZE OR PERMIT REQUIRED REST PERIODS IN VIOLATION**
16 **OF LABOR CODE SECTION 226.7**

17 **(Against All Defendants by Plaintiff and the Rest Period Class)**

18 78. Plaintiff incorporates all paragraphs above as though fully set forth herein.

19 79. At all times relevant to this Complaint, Plaintiff and the Rest Period Class were
20 employees of Defendants, covered by Labor Code section 226.7 and the applicable Wage Order.

21 80. California law requires that "[e]very employer shall authorize and permit all
22 employees to take rest periods, which insofar as practicable shall be in the middle of each work
23 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
24 ten (10) minutes net rest time per four (4) hours or major fraction thereof...." Applicable Wage
25 Order, §12. Employees are entitled to 10 minutes rest for shifts from three and one-half to six
26 hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts
27 of more than 10 hours up to 14 hours, and so on." *Brinker Restaurant Corp. v. Sup. Ct.*

(Hohnbaum) (2012) 53 Cal.4th 1004, 1029; Labor Code §226.7. Additionally, the rest period requirement “obligates employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided.” Applicable Wage Order, §12; Labor Code §226.7.

81. In this case, Plaintiff and the Rest Period Class regularly worked shifts of more than three-and-a-half (3.5) hours. Nevertheless, Defendants employed policies, practices, and/or procedures that resulted in their failure to authorize or permit all legally required and compliant rest periods to Plaintiff and the Rest Period Class. Such policies, practices, and/or procedures included, but were not limited to, Defendants’ policy, practice, and/or procedure of [1] requiring Plaintiff and the Rest Period Class to travel to and from a designated area during their rest periods, resulting in rest periods that were not duty-free and/or were less than a net (10) minutes; and [2] beginning on or about February 1, 2020, no longer allowing Plaintiff and the Rest Period Class to leave the premises during rest periods, resulting in rest periods that were not duty-free. Specifically, prior to and during some portion of 2020, Defendant provided 15 minute rest periods which were short because ten minutes after the rest break start bell sounds, the rest break end warning bell sounds, at which point Plaintiff and the Rest Period Class are required to start traveling back to their work stations in order to be back at their workstations ready to work when the end rest break bell sounds. During some portion of 2020 and thereafter, Defendant provided 15 minute rest periods which were short because after the first rest period bell sounds, Plaintiff and the Rest Period Class are required to travel five minutes to a designated break area away from their workstation and clock out. Then, ten minutes after the initial rest break bell, the warning bell rang signaling the end of the rest period is five minutes away and therefore Plaintiff and the Rest Period Class would begin traveling back to their workstation in order to be at their workstations

1 and ready to work then the rest break end bell sounds.

2 82. Additionally, Defendants failed to pay Plaintiff and the Rest Period Class one (1)
3 hour of pay at their regular rate of pay for each workday they did not receive all legally required
4 and legally compliant rest periods. Defendants lacked a policy and procedure for compensating
5 Plaintiff and the Rest Period Class with premium wages when they did not receive all legally
6 required and legally compliant rest periods.

7 83. Defendants' unlawful conduct alleged herein occurred in the course of employment
8 of Plaintiff and the Rest Period Class, and such conduct has continued through the filing of this
9 Complaint.

10 84. Because Defendants failed to provide employees with rest periods in compliance
11 with the law, Defendants are liable to Plaintiff and the Rest Period Class for one (1) hour of
12 additional pay at the regular rate of compensation for each workday that Defendants did not
13 provide all legally required and legally compliant rest periods, pursuant to Labor Code section
14 226.7 and the Wage Order.

15 85. Plaintiff, on behalf of himself and the Rest Period Class, seeks damages and all
16 other relief allowable, including a rest period premium wage for each workday Defendants failed
17 to provide all legally required and legally compliant rest periods, plus pre-judgment interest.

18 **FIFTH CAUSE OF ACTION**

19 **FAILURE TO TIMELY PAY EARNED WAGES DURING EMPLOYMENT IN**
20 **VIOLATION OF LABOR CODE SECTION 204**

21 **(Against All Defendants by Plaintiff and the Pay Day Class)**

22 86. Plaintiff incorporates all paragraphs above as though fully set forth herein.

23 87. Plaintiff and the Pay Day Class have been employed by Defendants in the State of
24 California. In California, wages must be paid at least twice during each calendar month on days
25 designated in advance by the employer as regular paydays, subject to some exceptions. Labor
26 Code §204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month
27 must be paid between the 16th and the 26th day of that month and wages earned between the 16th
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1 and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of
2 the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or
3 semimonthly, must be paid within seven (7) calendar days following the close of the payroll
4 period in which wages were earned. Labor Code §204(d).

5 88. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
6 to timely pay Plaintiff's and the Pay Day Class' earned wages (including minimum wages,
7 overtime wages, meal period premium wages, and/or rest period premium wages), in violation of
8 Labor Code section 204.

9 89. Defendants' aforementioned policies, practices, and/or procedures resulted in their
10 failure to pay Plaintiff and the Pay Day Class their earned wages within the applicable time frames
11 outlined in Labor Code section 204.

12 90. Defendants' failure to timely pay Plaintiff and the Pay Day Class their earned
13 wages in accordance with Labor Code section 204 was willful. Defendants had the ability to
14 timely pay all wages earned by hourly workers in accordance with Labor Code section 204, but
15 intentionally adopted policies or practices incompatible with the requirements of Labor Code
16 section 204. When Defendants failed to timely pay Plaintiff and the Pay Day Class all earned
17 wages, they knew what they were doing and intended to do what they did.

18 91. As a result of Defendants' unlawful conduct, Plaintiff and the Pay Day Class have
19 suffered damages in an amount subject to proof, to the extent that they were not timely paid their
20 earned wages pursuant to Labor Code section 204.

21 92. Pursuant to Labor Code section 210, Plaintiff and the Pay Day Class are entitled to
22 recover civil penalties as follows: (1) for any initial violation, one hundred dollars (\$100) for each
23 failure to pay each employee; and (2) for each subsequent violation, or any willful or intentional
24 violation, two hundred dollars (\$200) for each failure to pay each employee, plus twenty-five
25 (25%) percent of the amount unlawfully withheld.

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SIXTH CAUSE OF ACTION

**FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS IN
VIOLATION OF LABOR CODE SECTION 226**

(Against All Defendants by Plaintiff and the Wage Statement Class)

93. Plaintiff incorporates all paragraphs above as though fully set forth herein.

94. At all times relevant to this Complaint, Plaintiff and the Wage Statement Class were hourly, non-exempt employees of Defendants, covered by Labor Code section 226.

95. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an itemized wage statement accurately stating the following:

(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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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.

96. As a derivative of Defendants' claims above, Plaintiff alleges that Defendants failed to provide accurate wage and hour statements to him and the Wage Statement Class who were subject to Defendants' control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 226.

97. Defendants provided Plaintiff and the Wage Statement Class with itemized statements which stated inaccurate information including, but not limited to, the number of hours worked, the gross wages earned, and the net wages earned.

1 98. Defendants' failure to provide Plaintiff and the Wage Statement Class with
2 accurate wage statements was knowing and intentional. Defendants had the ability to provide
3 Plaintiff and the Wage Statement Class with accurate wage statements but intentionally provided
4 wage statements they knew were not accurate. Defendants knowingly and intentionally put in
5 place practices which deprived employees of wages and resulted in Defendants knowingly and
6 intentionally providing inaccurate wage statements. These practices included Defendants' failure
7 to include all hours worked and all wages due.

8 99. As a result of Defendants' unlawful conduct, Plaintiff and the Wage Statement
9 Class have suffered injury. The absence of accurate information on their wage statements has
10 prevented earlier challenges to Defendants' unlawful pay practices, will require discovery and
11 mathematical computations to determine the amount of wages owed, and will cause difficulty and
12 expense in attempting to reconstruct time and pay records. Defendants' conduct led to the
13 submission of inaccurate information about wages and amounts deducted from wages to state and
14 federal government agencies. As a result, Plaintiff and the Wage Statement Class are required to
15 participate in this lawsuit and create more difficulty and expense for Plaintiff and the Wage
16 Statement Class from having to reconstruct time and pay records than if Defendants had complied
17 with their legal obligations.

18 100. Pursuant to Labor Code section 226(e), Plaintiff and the Wage Statement Class are
19 entitled to recover fifty (50) dollars per employee for the initial pay period in which a section 226
20 violation occurred and one hundred dollars per employee per violation for each subsequent pay
21 period, not to exceed an aggregate penalty of four thousand (4,000) dollars per employee.

22 101. Pursuant to Labor Code section 226(h), Plaintiff and the Wage Statement Class are
23 entitled to bring an action for injunctive relief to ensure Defendants' compliance with Labor Code
24 section 226(a). Injunctive relief is warranted because Defendants continue to provide currently
25 employed Wage Statement Class members with inaccurate wage statements in violation of Labor
26 Code section 226(a) and currently employed Wage Statement Class members have no adequate
27 legal remedy for the continuing injuries that will be suffered as a result of Defendants' ongoing
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1 unlawful conduct. Injunctive relief is the only remedy available for ensuring Defendants'
2 compliance with Labor Code section 226(a).

3 102. Pursuant to Labor Code sections 226(e) and 226(h), Plaintiff and the Wage
4 Statement Class are entitled to recover the full amount of penalties due under Section 226(e),
5 reasonable attorneys' fees, and costs of suit.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO PAY ALL WAGES TIMELY UPON SEPARATION OF EMPLOYMENT**

8 **IN VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

9 **(Against All Defendants by Plaintiff and the Waiting Time Class)**

10 103. Plaintiff incorporates all paragraphs above as though fully set forth herein.

11 104. At all times relevant to this Complaint, Plaintiff and the Waiting Time Class were
12 employees of Defendants, covered by Labor Code sections 201 and 202.

13 105. An employer is required to pay all unpaid wages timely after an employee's
14 employment ends. The wages are due immediately upon termination or within seventy-two (72)
15 hours of resignation. Labor Code §§201, 202. If an employee gave seventy-two (72) hours
16 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
17 resignation. *Id.*

18 106. Defendants failed to pay Plaintiff and on information and belief, the Waiting Time
19 Class, with all wages earned and unpaid prior to separation of employment, in accordance with
20 either Labor Code section 201 or 202. Plaintiff is informed and believes and thereon alleges that at
21 all relevant times within the limitations period applicable to this cause of action, Defendants
22 maintained a policy or practice of not paying hourly employees all earned wages timely upon
23 separation of employment.

24 107. Defendants' failure to pay Plaintiff and the Waiting Time Class with all wages
25 earned prior to separation of employment timely in accordance with Labor Code sections 201 and
26 202 was willful. Defendants had the ability to pay all wages earned by hourly workers prior to
27 separation of employment in accordance with Labor Code sections 201 and 202, but intentionally
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1 adopted policies or practices incompatible with the requirements of Labor Code sections 201 and
2 202. Defendants' practices include failing to pay at least minimum wage for all time worked,
3 overtime wages for all overtime hours worked, meal period premium wages, and/or rest period
4 premium wages. When Defendants failed to pay Plaintiff and the Waiting Time Class all earned
5 wages timely upon separation of employment, they knew what they were doing and intended to do
6 what they did.

7 108. Pursuant to either Labor Code section 201 or 202, Plaintiff and the Waiting Time
8 Class are entitled to all wages earned prior to separation of employment that Defendants have yet
9 to pay them.

10 109. Pursuant to Labor Code section 203, Plaintiff and the Waiting Time Class are
11 entitled to continuation of their wages, from the day their earned and unpaid wages were due until
12 paid, up to a maximum of thirty (30) days.

13 110. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
14 suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
15 earned prior to separation.

16 111. As a result of Defendants' conduct, Plaintiff and the Waiting Time Class have
17 suffered damages in an amount, subject to proof, to the extent they were not paid all continuation
18 wages owed under Labor Code section 203.

19 112. Plaintiff and the Waiting Time Class are entitled to recover the full amount of their
20 unpaid wages, continuation wages under Labor Code section 203, and interest thereon.

21 **EIGHTH CAUSE OF ACTION**

22 **UNFAIR BUSINESS PRACTICES, IN VIOLATION OF BUSINESS AND PROFESSIONS**

23 **CODE SECTION 17200, et seq.**

24 **(Against All Defendants by Plaintiff and the California Class)**

25 113. Plaintiff incorporates all paragraphs above as though fully set forth herein.

26 114. The unlawful conduct of Defendants alleged herein constitutes unfair competition
27 within the meaning of Business and Professions Code section 17200. This unfair conduct includes
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Defendants' use of policies, practices, and/or procedures which resulted in: failure to pay employees at least at the minimum wage rate for all hours which they worked; failure to pay overtime wages for all overtime hours worked; failure to authorize or permit all legally required and compliant meal periods or pay meal period premium wages; failure to authorize or permit all legally required and compliant rest periods or pay rest period premium wages; failure to timely pay wages; failure to provide accurate wage and hour statements; and failure to timely pay all wages due upon separation of employment. Due to their unfair and unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to pay minimum wages for all hours worked; pay overtime wages for all overtime hours worked; authorize or permit all legally required and compliant meal periods or pay meal period premium wages; authorize or permit all legally required and compliant rest periods or pay rest period premium wages; timely pay wages; provide accurate wage and hour statements; and timely pay all wages due upon separation of employment.

115. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the California Class have suffered injury in fact and lost money or property, as described in more detail above.

116. Pursuant to Business and Professions Code section 17203, Plaintiff and the California Class are entitled to restitution of all wages and other monies rightfully belonging to them that Defendants failed to pay and wrongfully retained by means of their unlawful and unfair business practices. Plaintiff also seeks an injunction against Defendants on behalf of the California Class enjoining Defendants, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

NINTH CAUSE OF ACTION

FAILURE TO INDEMNIFY EMPLOYEES FOR EMPLOYMENT-RELATED LOSSES AND EXPENDITURES IN VIOLATION OF LABOR CODE SECTION 2802 (Against All Defendants by Plaintiff and the Indemnification Class)

1 117. Plaintiff incorporates all paragraphs above as though fully set forth herein.

2 118. Plaintiff and members of the Indemnification Class have been employed by
3 Defendants in the State of California. Labor Code section 2802(a) states that “[a]n employer shall
4 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
5 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer...” An employer is prohibited from passing the ordinary business
7 expenses and losses of the employer onto the employee. (Labor Code section 2802).

8 119. Defendants violated Labor Code section 2802 by employing policies, practices,
9 and/or procedures of impermissibly passing business-related expenses to Plaintiff and
10 Indemnification Class Members. These policies, practices, and/or procedures included, but were
11 not limited to, requiring Plaintiff and Indemnification Class Members to use or purchase their own
12 tools and/or resources in order to work for Defendants, including but not limited to cell phone for
13 work-related purposes - without reimbursing Plaintiff and similarly situated employees for such
14 use.

15 120. Moreover, Defendants employed policies and procedures which ensured that
16 Plaintiff and Indemnification Class Members would not receive indemnification for all necessary
17 expenditures or losses incurred by them in direct consequence of discharging their duties.
18 Defendants’ aforementioned policies, practices, and/or procedures resulted in Plaintiff and
19 Indemnification Class Members not receiving indemnification for employment-related
20 expenditures in compliance with California law.

21 121. Because Defendants failed to indemnify employees for the necessary expenditures
22 incurred in the discharge of their duties, they are liable to Plaintiff and Indemnification Class
23 Members for monies to compensate them for such expenditures or losses pursuant to Labor Code
24 section 2802.

25 122. As a direct and proximate result of Defendants' violation of Labor Code section
26 2802, Plaintiff and Indemnification Class Members have suffered irreparable harm and monetary
27 damages entitling them to both injunctive relief and restitution. Plaintiff, on behalf of themselves and
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1 on behalf of the Indemnification Class, seeks damages and all other relief allowable including
2 indemnification for all employment-related expenses as well as ordinary business expenses
3 incurred by Defendants and passed on to Plaintiff and Indemnification Class Members, pursuant to
4 Labor Code section 2802.

5 123. Pursuant to Labor Code Section 2802, Plaintiff and Indemnification Class Members
6 are entitled to recover full indemnification, reasonable attorneys' fees and costs of suit.

7 **TENTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES FOR ACCRUED PAID SICK DAYS AT THE REGULAR**
9 **RATE OF PAY IN VIOLATION OF LABOR CODE SECTION 246**

10 **(Against All Defendants by Plaintiff and the Sick Pay Class)**

11 124. Plaintiff incorporates all paragraphs above as though fully set forth herein.

12 125. At all times relevant to this Complaint, Plaintiff and the Sick Pay Class were
13 employees of Defendants, covered by Labor Code section 246 and Wage Order 4.

14 126. Labor Code section 246, subdivision (a), states in relevant part "[a]n employee
15 who...works in California for the same employer for 30 or more days within a year from the
16 commencement of employment is entitled to paid sick days." Additionally, an employee accrues
17 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
18 beginning at the commencement of employment. Labor Code section 246(b).

19 127. Here, Plaintiff and the Sick Pay Class were employed by Defendants for 30 or more
20 days and were entitled to paid sick days. Also, Plaintiff and the Sick Pay Class began accruing
21 paid sick days since the beginning of each of their respective employment with Defendants.

22 128. Labor Code section 246, subdivision (l), provides that an employer shall calculate
23 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
24 workweek in which the employee elected to use paid sick time. "The regular rate at which an
25 employee is employed shall be deemed to include all remuneration for employment paid to, or on
26 behalf, of the employee." See Division of Labor Standards Enforcement – Enforcement Policies
27 and Interpretations Manual, Section 49.1.2.

129. In this case, Plaintiff alleges that when she and the Sick Pay Class elected to use paid sick time, Defendants failed to pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus pay, for example, when calculating Plaintiff's and the Sick Pay Class's regular rate of pay for the purpose of paying sick time.

130. Defendants' unlawful conduct alleged herein occurred in the course of employment of Plaintiff and the Sick Pay Class, and such conduct has continued through the filing of this Complaint.

131. Because Defendants failed to provide employees with wages for sick time in compliance with the law, Defendants are liable to Plaintiff and the Sick Pay Class for payment at the regular rate of compensation for each sick time period that Defendants did not provide sick pay, pursuant to Labor Code section 246.

132. Plaintiff, on behalf of herself, and the Sick Pay Class, seek damages and all other relief allowable for each sick time period taken where Defendants failed to pay wages for, plus pre-judgment interest.

ELEVENTH CAUSE OF ACTION

CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS

GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.

(Against all Defendants by Plaintiff)

133. Plaintiff incorporates all paragraphs above as though fully set forth herein.

134. During the period beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201, 202, 203, 204, 226, 246, 226.7, 510, 512, 1194, 1197, 1198, 2802, and Sections 14 and 15 of the applicable Wage Orders.

135. Specifically, Defendants have committed the following violations of California Labor Code:

1 **136. Failure to pay wages for all hours worked at the legal minimum wage:**
2 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
3 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
4 which includes all time that an employee is under control of the employer and all time the
5 employee is suffered and permitted to work. This includes the time an employee spends, either
6 directly or indirectly, performing services which inure to the benefit of the employer.

7 137. Labor Code sections 1194 and 1197 require an employer to compensate employees
8 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
9 Wage Orders.

10 138. In this case, Plaintiff and other current and former aggrieved California-based
11 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
12 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
13 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
14 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
15 not limited to:

16 (a) Beginning on or about February 1, 2020, Employers also required Plaintiff and
17 other current and former aggrieved California-based hourly non-exempt employees to arrive
18 approximately fifteen (15) minutes prior to their shift to line up, wait in line, and undergo medical
19 screenings, including but not limited to temperature checks, prior to being permitted to clock in for
20 the start of their shift.

21 139. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
22 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
23 control without paying wages for that time. This resulted in Plaintiff and other current and former
24 aggrieved California-based hourly non-exempt employees working time for which they were not
25 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
26 Wage Order.

27 **140. Failure to pay wages for overtime hours worked at the overtime rate of pay:**
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1 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
2 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
3 which includes all time that an employee is under control of the employer and all time the
4 employee is suffered and permitted to work. This includes the time an employee spends, either
5 directly or indirectly, performing services that inure to the benefit of the employer.’

6 141. Labor Code sections 510 and 1194 require an employer to compensate employees a
7 higher rate of pay for hours worked in excess of eight (8) hours in a workday, in excess of forty
8 (40) hours in a workweek, and on any seventh consecutive day of work in a workweek:

9 Any work in excess of eight (8) hours in one workday, any work in excess of forty (40)
10 hours in any one (1) workweek, and the first eight (8) hours worked on the seventh day of
11 work in any one (1) workweek, shall be compensated at the rate of no less than one-and-
12 one-half (1.5) times the regular rate of pay for an employee. Any work in excess of twelve
13 (12) hours in one (1) day shall be compensated at the rate of no less than twice the regular
14 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
15 seventh day of a workweek shall be compensated at the rate of no less than twice the
16 regular rate of pay of an employee.

17 Labor Code section 510.

18 142. In this case, Defendants failed to pay Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees overtime wages for all overtime hours
20 worked due to Defendants’ policies, practices, and/or procedures including, but not limited to:

21 (a) Beginning on or about February 1, 2020, Employers also required Plaintiff and
22 other current and former aggrieved California-based hourly non-exempt employees to arrive
23 approximately fifteen (15) minutes prior to their shift to line up, wait in line, and undergo medical
24 screenings, including but not limited to temperature checks, prior to being permitted to clock in for
25 the start of their shift.

26 143. The foregoing policies, practices, and/or procedures resulted in time during each
27 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
28 employees were under the control of Defendants but were not compensated. To the extent that the
foregoing uncompensated time occurred when Plaintiff and other current and former aggrieved
California-based hourly non-exempt employees worked more than eight (8) hours in a workday,

1 more than forty (40) hours in a workweek, and/or seven (7) days in a workweek, Defendants failed
2 to pay them at their overtime rate of pay for overtime hours worked, in violation of Labor Code
3 sections 510 and 1194 and the applicable Wage Order.

4 **144. Failure to pay wages to hourly non-exempt employees for workdays that**
5 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
6 current and former aggrieved California-based hourly non-exempt employees regularly worked
7 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

8 145. California law requires an employer to authorize or permit an employee an
9 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
10 all duties and the employer relinquishes control over the employee's activities prior to the
11 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order §11; *Brinker Rest.*
12 *Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
13 employee for a work period of more than ten (10) hours per day without providing the employee
14 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
15 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
16 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
17 period is only permitted when: (1) the nature of the work prevents an employee from being
18 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

19 146. If an employer fails to provide an employee a meal period in accordance with the
20 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
21 for each workday that a legally required and compliant meal period was not provided. Labor Code
22 section 226.7; Wage Order §11.

23 147. In this case, Defendants failed to authorize or permit legally required and compliant
24 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
25 exempt employees due to Defendants' policies, practices, and/or procedures, including but not
26 limited to:

27 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
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1 non-exempt employees to travel to and from a designated area after hearing a bell which indicated
2 the start of the meal period, at which time they would spend 5 minutes traveling to the designated
3 break room where they would clock out. Then a second bell rang twenty-five (25) minutes after
4 the first bell, at which time Plaintiff and other current and former aggrieved California-based
5 hourly non-exempt employees would clock in from the meal period and begin traveling to back to
6 their workstation where they were required to be when the meal period end bell sounded.

7 (b) Failing to authorize or permit Plaintiff and other current and former aggrieved
8 California-based hourly non-exempt employees a second uninterrupted duty-free meal period of
9 no less than thirty (30) minutes for shifts exceeding ten (10) hours.

10 148. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
11 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
12 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
13 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
14 employees did not receive legally required and compliant meal periods, in violation of Labor Code
15 section 226.7.

16 149. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
17 and other current and former aggrieved California-based hourly non-exempt employees not
18 receiving wages to compensate them for workdays during which Defendants did not provide them
19 with meal periods in compliance with California law.

20 150. **Failure to pay wages to hourly non-exempt employees for workdays that**
21 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
22 current and former aggrieved California-based hourly non-exempt employees regularly worked
23 shifts of more than three-and-a-half (3.5) hours.

24 151. California law requires every employer to authorize and permit an employee a rest
25 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
26 Code section 226.7; Wage Order §12. Under California law, "[e]mployees are entitled to 10
27 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
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1 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
2 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
3 section 226.7; Wage Order §12. Rest periods, insofar as practicable, shall be in the middle of each
4 work period. Wage Order §12. Additionally, the rest period requirement “obligates employers to
5 permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security*
6 *Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must relieve
7 employees of all duties and relinquish control over how employees spend their time. *Id.*

8 152. If the employer fails to authorize or permit a required rest period, the employer
9 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
10 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
11 Wage Order § 12.

12 153. In this case, Defendants failed to authorize or permit all legally required and
13 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
14 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
15 limited to:

16 (a) Requiring Plaintiff and other current and former aggrieved California-based hourly
17 non-exempt employees to travel to and from a designated area during their rest periods, resulting
18 in rest periods that were not duty-free and/or less than a net ten (10) minutes.

19 (b) Beginning on or about February 1, 2020, no longer allowing Plaintiff and other
20 current and former aggrieved California-based hourly non-exempt employees to leave the
21 premises during rest periods, resulting in rest periods that were not duty-free.

22 (c) Specifically, prior to and during some portion of 2020, Employers provided 15-
23 minute rest periods which were short because ten minutes after the rest break start bell sounds, the
24 rest break end warning bell sounds, at which point Plaintiff and other current and former aggrieved
25 California-based hourly non-exempt employees are required to start traveling back to their work
26 stations in order to be back at their workstations ready to work when the end rest break bell
27 sounds.

(d) Further, during some portion of 2020 and thereafter, Employers provided 15-minute rest periods which were short because after the first rest period bell sounds, Plaintiff and other current and former aggrieved California-based hourly non-exempt employees are required to travel five minutes to a designated break area away from their workstation and clock out. Then, ten minutes after the initial rest break bell, the warning bell rang signaling the end of the rest period is five minutes away and therefore Plaintiff and other current and former aggrieved California-based hourly non-exempt employees would begin traveling back to their workstation in order to be at their workstations and ready to work then the rest break end bell sounds.

154. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or procedure of failing to compensate Plaintiff and other current and former aggrieved California-based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each workday they did not receive legally required and compliant rest periods, in violation of Labor Code section 226.7.

155. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff and other current and former aggrieved California-based hourly non-exempt employees not receiving wages to compensate them for workdays in which Defendants did not provide them with rest periods in compliance with California law.

156. **Failure to Indemnify for Losses and Expenditures Incurred as Part of Employment:** California law requires that every employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in discharge of his or her duties or at the obedience of the directions of the employer. Moreover, an employer is prohibited from passing the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, § 2802.)

157. Defendants have violated Labor Code Section 2802 by failing to indemnify Plaintiff and other current and former aggrieved California-based non-exempt hourly employees' necessary expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a policy, practice, and procedure whereby Plaintiff and aggrieved employees were

1 required to utilize their personal cell phones for employment related purposes.

2 158. Moreover, Defendants employed policies and procedures which ensured Plaintiff
3 and aggrieved employees would not receive indemnification for their employment related
4 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
5 indemnification in compliance with California law.

6 159. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
7 employment related expenses, including but not limited to costs related to use of their personal
8 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

9 160. **Failure to pay wages for accrued paid sick days at the regular rate of pay:**
10 Defendants had a policy and/or procedure where Plaintiff and other current and former aggrieved
11 California-based hourly non-exempt employees accrued paid sick time.

12 161. Labor Code section 246, subdivision (a), states in relevant part “[a]n employee
13 who...works in California for the same employer for 30 or more days within a year from the
14 commencement of employment is entitled to paid sick days.” Additionally, an employee accrues
15 paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked,
16 beginning at the commencement of employment. Labor Code section 246(b).

17 162. Here, Plaintiff and other current and former aggrieved California-based hourly non-
18 exempt employees were employed by Defendants for thirty (30) or more days and were entitled to
19 paid sick days. Also, Plaintiff and similarly situated employees began accruing paid sick days
20 since the beginning of each of their respective employment with Defendants.

21 163. Labor Code section 246, subdivision (l), provides that an employer shall calculate
22 the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the
23 workweek in which the employee elected to use paid sick time. “The regular rate at which an
24 employee is employed shall be deemed to include all remuneration for employment paid to, or on
25 behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies
26 and Interpretations Manual, Section 49.1.2.

27 164. In this case, Plaintiff alleges that when he and other current and former aggrieved
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1 California-based hourly non-exempt employees elected to use paid sick time, Defendants failed to
2 pay them sick time wages at the proper sick time rate of pay due to Defendants' failure to include
3 all remuneration when calculating the sick time rate of pay. Specifically, Defendants maintained a
4 policy, practice, and/or procedure of failing to include all remuneration when calculating
5 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
6 regular rate of pay for the purpose of paying sick time.

7 165. Defendants' foregoing policy, practice, and/or procedure resulted in Defendants
8 failing to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
9 employees at their sick time regular rate of pay for all sick time accrued, in violation of Labor
10 Code section 246.

11 166. **Failure to timely pay earned wages during employment:** In California, wages
12 must be paid at least twice during each calendar month on days designated in advance by the
13 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
14 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
15 16th and the 26th day of that month and wages earned between the 16th and the last day,
16 inclusive, of any calendar month must be paid between the 1st and 10th day of the following
17 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
18 paid within seven (7) calendar days following the close of the payroll period in which wages were
19 earned. Labor Code section 204(d).

20 167. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
21 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
22 exempt employees' earned wages (including minimum wages, overtime wages, meal period
23 premium wages and/or rest period premium wages), in violation of Labor Code section 204.
24 Defendants' aforementioned policies, practices, and/or procedures resulted in their failure to pay
25 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
26 their earned wages within the applicable time frames outlined in Labor Code section 204.

27 168. **Failure to provide complete and accurate wage statements:** Labor Code section
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226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an employee his or her wages, the employer must “furnish each of his or her employees ... an 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 pay period for which the employee is paid, (7) the name of the employee and his or her 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.”

169. As a derivative of Plaintiff’s allegations above, Defendants’ failure to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all wages earned (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) rendered Plaintiff’s and other current and former aggrieved California-based hourly non-exempt employees’ wage statements inaccurate, in violation of Labor Code section 226.

170. **Failure to pay employees all wages due at time of termination/resignation:** An employer is required to pay all unpaid wages timely after an employee’s employment ends. The wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72) hours of resignation (Labor Code section 202).

171. As a derivative of Plaintiff’s allegations above, because Defendants failed to pay Plaintiff and other current and former aggrieved California-based hourly non-exempt employees all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), Defendants failed to pay those employees timely after each employee’s termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

172. Defendants' violations of Wage Order constituted violations of Labor Code section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

173. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties against all Defendants pursuant to the procedures specified in Labor Code section 2699.3.

174. Plaintiff has complied with the procedures for bringing suit specified in Labor Code section 2699.3. On July 7, 2022, Plaintiff filed a PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail which provided notice of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the violations alleged. On May __, 2023, Plaintiff submitted an Amended PAGA Claim Notice with the LWDA and provided notice to Defendants by certified mail.

175. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by certified mail to the parties that it intends to investigate the alleged violations of the Labor Code within 60 days of the date of the complainant's written notice. The LWDA failed to provide the parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends to investigate Plaintiff's claims.

176. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 246, 510, 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following amounts:

a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 2802, 512, and 1198; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

b. For violations of Labor Code section 226, two hundred fifty dollars (\$250) for each employee for each pay period for the initial violation, and for each subsequent violation,

one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 226.3].

c. For violations of Labor Code section 510, fifty dollars (\$50) for each employee for each pay period for the initial violation, and for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 558] and any unpaid wages.

d. For violations of Labor Code section 1194 and 1197, one hundred dollars (\$100) for each underpaid employee for each pay period for the initial violation, and for each subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of reasonable attorneys' fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ON HIS OWN BEHALF AND ON BEHALF OF THOSE SIMILARLY SITUATED, PRAYS AS FOLLOWS:

ON THE FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, NINTH, TENTH, AND ELEVENTH CAUSES OF ACTION:

1. That the Court determine that this action may be maintained as a class action (for the entire California Class and/or any and all of the specified sub-classes) pursuant to Code of Civil Procedure section 382 and any other applicable law;

2. That the named Plaintiff be designated as a class representative for the California Class (and all sub-classes thereof);

3. For a declaratory judgment that the policies, practices, and/or procedures complained herein are unlawful; and

4. For an injunction against Defendants enjoining them, and any and all persons acting in concert with them, from engaging in each of the unlawful policies, practices, and/or procedures set forth herein.

ON THE FIRST CAUSE OF ACTION:

1. That Defendants be found to have violated the minimum wage provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Minimum Wage Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For liquidated damages pursuant to Labor Code section 1194.2;
5. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
6. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194;
7. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 218.6, and post-judgment interest; and,
8. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE SECOND CAUSE OF ACTION:

1. That Defendants be found to have violated the overtime provisions of the Labor Code and the IWC Wage Order as to Plaintiff and the Overtime Class;
2. For damages, according to proof, including but not limited to unpaid wages;
3. For any and all legally applicable penalties;
4. For pre-judgment interest, including but not limited to that recoverable under Labor Code section 1194, and post-judgment interest;
5. For attorneys' fees and costs of suit, including but not limited to that recoverable under Labor Code section 1194; and
6. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

ON THE THIRD CAUSE OF ACTION:

1. That Defendants be found to have violated the meal period provisions of the Labor

1 Code and the IWC Wage Order as to Plaintiff and the Meal Period Class;

2 2. For damages, according to proof, including unpaid premium wages;

3 3. For any and all legally applicable penalties;

4 4. For pre-judgment interest, including but not limited to that recoverable under Labor

5 Code section 218.6, and post-judgment interest; and

6 5. For such other further relief, in law and/or equity, as the Court deems just or
7 appropriate.

8 **ON THE FOURTH CAUSE OF ACTION:**

9 1. That Defendants be found to have violated the rest period provisions of the Labor
10 Code and the IWC Wage Order as to Plaintiff and the Rest Period Class;

11 2. For damages, according to proof, including unpaid premium wages;

12 3. For any and all legally applicable penalties;

13 4. For pre-judgment interest, including but not limited to that recoverable under Labor

14 Code section 218.6, and post-judgment interest; and

15 5. For such other further relief, in law and/or equity, as the Court deems just or
16 appropriate.

17 **ON THE FIFTH CAUSE OF ACTION:**

18 1. That Defendants be found to have violated Labor Code 204 as to Plaintiff and the
19 Pay Day Class;

20 2. For damages, according to proof;

21 3. For any and all legally applicable penalties, including but not limited to those
22 recoverable pursuant to Labor Code section 210(a);

23 4. For pre-judgment interest, including but not limited to that recoverable under Labor
24 Code section 218.6, and post-judgment interest; and

25 5. For such other further relief, in law and/or equity, as the Court deems just or
26 appropriate.

1 **ON THE SIXTH CAUSE OF ACTION:**

2 1. That Defendants be found to have violated the provisions of the Labor Code
3 regarding accurate itemized paystubs as to Plaintiff and the Wage Statement Class;

4 2. For damages and/or penalties, according to proof, including damages and/or
5 statutory penalties under Labor Code section 226, subdivision (e), and any other legally applicable
6 damages or penalties;

7 3. For pre-judgment interest and post-judgment interest;

8 4. For an injunction against Defendants enjoining them, and any and all persons
9 acting in concert with them, from engaging in violations of Labor Code section 226(a);

10 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
11 under Labor Code section 226, subdivision (e); and,

12 6. For such other further relief, in law and/or equity, as the Court deems just or
13 appropriate.

14 **ON THE SEVENTH CAUSE OF ACTION:**

15 1. That Defendants be found to have violated the provisions of the Labor Code
16 regarding payment of all unpaid wages due upon resignation or termination as to Plaintiff and the
17 Waiting Time Class;

18 2. For damages and/or penalties, according to proof, including damages and/or
19 statutory penalties under Labor Code section 203 and any other legally applicable damages or
20 penalties;

21 3. For pre-judgment interest, including under Labor Code section 218.6, and post-
22 judgment interest; and,

23 4. For such other further relief, in law and/or equity, as the Court deems just or
24 appropriate.

25 **ON THE EIGHTH CAUSE OF ACTION:**

26 1. That Defendants be found to have violated Business and Professions Code sections
27 17200, *et seq.*, for the conduct alleged herein as to the California Class;

- 1 2. A declaratory judgment that the practices complained herein are unlawful;
- 2 3. An injunction against Defendants enjoining them, and any and all persons acting in
- 3 concert with them, from engaging in each of the unlawful practices, policies and patterns set forth
- 4 herein;
- 5 4. For restitution to the full extent permitted by law; and
- 6 5. For such other further relief, in law and/or equity, as the Court deems just or
- 7 appropriate.

8 **ON THE NINTH CAUSE OF ACTION:**

- 9 1. That the Defendants be found to have violated the indemnification provisions of the
- 10 Labor Code as to the Plaintiff and the Indemnification Class;
- 11 2. For damages, according to proof, including unpaid use and/or costs of necessary
- 12 tools and/or resources;
- 13 3. For any and all legally applicable penalties;
- 14 4. For pre-judgment interest, including but not limited to that recoverable under Labor
- 15 Code section 2802, and post-judgment interest;
- 16 5. For attorneys' fees and costs of suit, including but not limited to that recoverable
- 17 under Labor Code section 2802; and
- 18 6. For such other further relief, in law and/or equity, as the Court deems just or
- 19 appropriate.

20 **ON THE TENTH CAUSE OF ACTION:**

- 21 1. That Defendants be found to have violated the provisions of the Labor Code
- 22 regarding failure to pay wages for accrued paid sick time as to Plaintiff and the Sick Pay Class;
- 23 produce requested employment records as to Plaintiff and the Record Request Class;
- 24 2. For damages and/or penalties, according to proof, including unpaid regular rate
- 25 wages;
- 26 3. For any and all legally applicable penalties;
- 27 4. For pre-judgment interest, including but not limited to that recoverable under Labor
- 28

5. For such other further relief, in law and/or equity, as the Court deems just or appropriate.

1. That Defendants be found to have violated the provisions of the Labor Code and the IWC Wages Orders as to the Plaintiff and aggrieved employees;

3. For attorneys' fees and costs of suit, including but not limited to those recoverable under California Labor Code section 2699(g); and

4. For such and other further relief, in law and/or equity, as the Court deems just or appropriate

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Eve Howe
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Antonia McKee, Esq.
Eve Howe, Esq.
Attorneys for Plaintiff DANIEL REYES
on behalf of himself and others similarly situated

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DEMAND FOR JURY TRIAL

Plaintiff DANIEL REYES demands a trial by jury for himself and the California Class on all claims so triable.

Dated: August 3, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

By: /s/ Eve Howe
Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Antonia McKee, Esq.
Eve Howe, Esq.
Attorneys for Plaintiff DANIEL REYES
on behalf of himself and others similarly situated

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On August 3, 2023, I served the foregoing document, described as:

**“PLAINTIFF’S DANIEL REYES’S FIRST AMENDED COMPLAINT FOR DAMAGES
AND RESTITUTION”**

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

Attorneys for Defendant: BEDDING ACQUISITION, LLC dba Hollander Sleep & Decor Nancy Yaffe, Esq. (SBN: 179368) nyaffe@foxrothschild.com Gabrielle E. Gordon, Esq. (SBN: 318153) ggordon@foxrothschild.com FOX ROTHSCCHILD LLP 10250 Constellation Blvd., Suite 900 Los Angeles, CA 90067 Telephone: (310) 598-4150 Facsimile: (310) 556-9828	
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☒ **(VIA CASE ANYWHERE)** I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses maintained and transmitted by CASE ANYWHERE

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

Executed August 3, 2023, at Beverly Hills, California.

/s/ Brenda Castillo
Brenda Castillo