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on behalf of himself and others similarly situated

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

PAUL HANSON, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

BETTER BUZZ COFFEE COMPANY, LLC
dba BETTER BUZZ COFFEE ROASTERS, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 25CU011116C

CLASS ACTION

Assigned for All Purposes To:
Hon. Carolyn M. Caletti
Dept.: C-70

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.*, and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1
2 Plaintiff PAUL HANSON (hereinafter “Plaintiff”) on behalf of himself and all others
3 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
4 Defendants, and each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four (4) years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by BETTER BUZZ COFFEE
9 COMPANY, LLC dba BETTER BUZZ COFFEE ROASTERS, a California limited liability
10 company, and DOES 1 through 50 (all defendants being collectively referred to herein as
11 “Defendants”). Plaintiff alleges that Defendants, and each of them, violated various provisions of
12 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and
13 California Business & Professions Code, and seeks redress therefore.

14 2. Plaintiff is a resident of California and during the time period relevant to this
15 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
16 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
17 worked for Defendants in San Diego County, and in other nonexempt positions, throughout
18 California and, and consistently worked at Defendants’ behest without being paid all wages due.
19 More specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
21 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock and during their
27 meal and rest breaks. Defendants thus failed to pay Plaintiff and the Class members for all hours
28 worked, and provided them with inaccurate wage statements that prevented Plaintiff and the Class

1 from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the
2 Class with lawful meal and rest periods, as employees were not provided with the opportunity to
3 take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

4 **THE PARTIES**

5 **A. The Plaintiff**

6 4. Plaintiff PAUL HANSON has resided in California and during the time period
7 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
8 the State of California.

9 **B. The Defendants**

10 5. Defendant BETTER BUZZ COFFEE COMPANY, LLC dba BETTER BUZZ
11 COFFEE ROASTERS is a California limited liability company with its principle executive offices
12 in San Diego, California, and has been listed as the employer on the wage statements issued to
13 Plaintiff during the relevant time period. BETTER BUZZ COFFEE COMPANY, LLC lists an
14 address in San Diego, California with the California Secretary of State, and employs Plaintiff and
15 the Employees in San Diego County, including at Defendants' offices and facilities in San Diego,
16 California, and throughout California and Defendants conduct business throughout California.

17 6. The true names and capacities, whether individual, corporate, associate, or
18 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
19 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
20 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
21 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
22 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
23 this Complaint to reflect the true names and capacities of the Defendants designated herein as
24 Does 1 through 50 when their identities become known.

25 7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
26 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
27 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
28 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

7 8. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Diego County
13 and Defendants maintain and operate company offices and facilities in San Diego County, and
14 employ Plaintiff and other Class members in San Diego County and throughout California.

15 **FACTUAL BACKGROUND**

16 9. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for the time that they worked “pre-shift” without
22 compensation by: (1) answering a COVID-related questionnaire; (2) waiting in line to clock in;
23 and (3) driving to pick up supplies. Plaintiff and Employees also worked “post-shift” without
24 compensation by setting an alarm code, turning off the lights, and locking up. Plaintiff and
25 Employees also worked without compensation by receiving and responding to work-related calls
26 and text messages while off-the-clock. Plaintiff also contends that Defendants failed to pay
27 Plaintiff and the Class members all wages due and owing, failed to provide meal and rest breaks,
28 and failed to furnish accurate wage statements, all in violation of various provisions of the

1 California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and
2 Employees nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift
3 differentials. However, upon information and belief, Defendants failed to incorporate all
4 remunerations, including nondiscretionary commissions, incentive pay, nondiscretionary bonuses,
5 and/or shift differentials into the calculation of the regular rate of pay for purposes of calculating
6 the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime
7 and received nondiscretionary commissions, incentive pay, nondiscretionary bonuses and/or shift
8 differentials, Defendants failed to pay all overtime wages by paying a lower overtime rate than
9 required.

10 10. From at least four (4) years prior to the filing of this lawsuit and continuing to the
11 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
12 nondiscretionary bonuses, and/or shift differentials. However, upon information and belief,
13 Defendants failed to incorporate all remunerations, nondiscretionary commissions, incentive pay,
14 nondiscretionary bonuses, and/or shift differentials, into the calculation of the regular rate of pay
15 for purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees
16 worked overtime and received nondiscretionary commissions, incentive pay, nondiscretionary
17 bonuses, and/or shift differentials, Defendants failed to pay all sick pay by paying a lower
18 overtime rate than required.

19 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
21 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
22 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
24 vacation pay. Therefore, during times when Plaintiff and Employees worked overtime and
25 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
26 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

1 12. During the course of Plaintiff and the Class members' employment with
2 Defendants, they were not paid all wages they were owed, including for all work performed and
3 for all overtime hours worked and were forced to work during their meal and rest breaks.

4 13. As a matter of uniform Company policy, Plaintiff and the Class members were
5 required to work during their meal and rest breaks which were not compensated by Defendants in
6 violation of the California Labor Code. Plaintiff and the Class members were also not paid
7 regular wages and overtime for the time they were required to comply with other requirements
8 imposed upon them, which they had to complete while working through their meal and rest
9 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
10 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
11 appropriate overtime rate for all such hours, including by being required to perform work duties
12 and tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members
13 worked substantial overtime hours during their employment with Defendants for which they were
14 not compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

15 14. As a result of the above described, the daily work demands and pressures to work
16 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
17 Class members were not properly paid for all wages earned and for all wages owed to them by
18 Defendants, including when working more than eight (8) hours in any given day and/or more than
19 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
20 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
21 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
22 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
23 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
24 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
25 Labor Code, applicable IWC Wage Orders.

26 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
27 continuing to the present, Defendants had a consistent policy or practice of failing to pay
28 Employees for all hours worked, and failing to pay minimum wages for all time worked as

1 required by California Law.

2 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
3 continuing to the present, Defendants had a consistent policy or practice of failing to pay
4 Employees overtime compensation at premium overtime rates for all hours worked in excess of
5 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
6 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
7 sections of IWC Wage Orders.

8 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
9 continuing to the present, Defendants have regularly required Employees to work shifts in excess
10 of five (5) hours without providing them with timely, duty-free meal periods of not less than thirty
11 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
12 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
13 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
14 Defendants failed to provide or deficiently provided.

15 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have consistently failed to provide Employees with duty-free paid rest breaks
17 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
18 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
19 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
20 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

21 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.
24 Specifically, the wage statements provided to Employees included “Holiday Pay 1” and did not
25 list the correct applicable hourly rate in violation of Labor Code § 226(a)(9).

26 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
27 continuing to the present, Defendants have consistently failed to provide Employees with timely,
28 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

21. From at least four (4) years prior to the filing of this lawsuit and continuing to the present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the performance of their job duties for Defendants including, but not limited to, cost of vehicle mileage and fuel, and personal cell phone usage, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

23. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

26. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, and that have been employed by Defendants within the State of California.

27. Further, Plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

e. Subclass 5. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures Subclass. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a

1 result of Defendants' business acts and practices, to the extent such acts and practices are found to
2 be unlawful, deceptive, and/or unfair.

3 28. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
4 modify the class description with greater particularity or further division into subclasses or
5 limitation to particular issues.

6 29. This action has been brought and may properly be maintained as a class action
7 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
8 of interest in litigation and proposed class is easily ascertainable.

9 **A. Numerosity**

10 30. The potential members of the class as defined are so numerous that joinder of all
11 the member of the class is impracticable. While the precise number of class member has not been
12 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
13 time period relevant to this lawsuit, employed more than 100 individuals within the State of
14 California.

15 31. Accounting for employee turnover during the relevant time period increases this
16 number substantially. Plaintiff alleges that Defendants' employment records will provide
17 information as to the number and location of all class members.

18 **B. Commonality**

19 32. There are questions of law and fact common to the class that predominate over any
20 questions affecting only individual class members. These common questions of law and fact
21 include:

- 22 a. Whether Defendants failed to pay Employees minimum wages;
- 23 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 24 c. Whether Defendants failed to pay Employees overtime as required under Labor
25 Code § 510;
- 26 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
27 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
28 premium pay in lieu thereof;

- 1 e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
2 Orders, by failing to provide Employees with requisite rest breaks or premium pay
3 in lieu thereof;
- 4 f. Whether Defendants failed to pay Employees vacation wages as required under
5 Labor Code § 227.3;
- 6 g. Whether Defendants failed to pay Employees sick pay as required under Labor
7 Code § 245;
- 8 h. Whether Defendants violated Labor Code § 226(a);
- 9 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 10 j. Whether Defendants failed to reimburse Employees for necessary business
11 expenses;
- 12 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
13 wages and compensation due and owing at the time of termination of employment;
- 14 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 15 m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 16 n. Whether Employees are entitled to equitable relief pursuant to Business and
17 Professions Code § 17200 *et seq.*

18 **C. Typicality**

19 33. The claims of the named Plaintiff are typical of those of the other Employees.
20 Employees all sustained injuries and damages arising out of and caused by Defendant's common
21 course of conducts in violation of statutes, as well as regulations that have the force and effect of
22 law, as alleged herein.

23 **D. Adequacy of Representation**

24 34. Plaintiff will fairly and adequately represent and protect the interest of Employees.
25 Counsel who represents Employees are experienced and competent in litigating employment class
26 actions.

27 **E. Superiority of Class Action**

28 35. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
2 questions of law and fact common to all Employees predominate over any questions affecting only
3 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
4 Defendants' illegal policies or practices of failing to compensate Employees properly.

5 36. Class action treatment will allow those persons similarly situated to litigate their
6 claims in the manner that is most efficient and economical for the parties and the judicial system.
7 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

8 **FIRST CAUSE OF ACTION**
9 **FAILURE TO PAY MINIMUM WAGES**
10 **(Against All Defendants)**

11 37. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 38. Defendants failed to pay Employees minimum wages for all hours worked.
14 Defendants had a consistent policy of misstating Employees time records and failing to pay
15 Employees for all hours worked. Employees would work hours and not receive wages, including
16 as alleged above in connection with working during meal breaks and working "pre-shift" by: (1)
17 answering a COVID-related questionnaire; (2) waiting in line to clock in; and (3) driving to pick
18 up supplies. Plaintiff and Employees also worked "post-shift" without compensation by setting
19 an alarm code, turning off the lights, and locking up. Plaintiff and Employees also worked
20 without compensation by receiving and responding to work-related calls and text messages while
21 off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for
22 hours worked during alleged meal periods for which Employees were denied, as also addressed
23 herein. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
24 wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
25 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
26 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
27 of the Class as to minimum wage pay.

28 39. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"

1 states:

2 The minimum wage for employees fixed by the commission is the
3 minimum wage to be paid to employees, and the payment of a less
4 wage than the minimum so fixed is unlawful.

4 40. The applicable minimum wages fixed by the commission for work during the
5 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
6 therefore entitled to double the minimum wage during the relevant period.

7 41. The minimum wage provisions of California Labor Code are enforceable by private
8 civil action pursuant to California Labor Code § 1194(a) which states:

9 Notwithstanding any agreement to work for a lesser wage, any
10 employee receiving less than the legal minimum wage or the legal
11 overtime compensation applicable to the employee is entitled to
12 recover in a civil action the unpaid balance of the full amount of
13 this minimum wage or overtime compensation, including interest
14 thereon, reasonable attorney's fees and costs of suit.

13 42. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
14 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

15 43. California Labor Code § 1194.2 also provides for the following remedies:

16 In any action under Section 1194 . . . to recover wages because of
17 the payment of a wage less than the minimum wages fixed by an
18 order of the commission, an employee shall be entitled to recover
19 liquidated damages in an amount equal to the wages unlawfully
20 unpaid and interest thereon.

19 44. Defendants have the ability to pay minimum wages for all time worked and have
20 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
21 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

22 45. Wherefore, Employees are entitled to recover the unpaid minimum wages
23 (including double minimum wages), liquidated damages in an amount equal to the minimum
24 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
25 to California Labor Code § 1194(a).

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

28 **(Against All Defendants)**

46. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 47. By their conduct, as set forth herein, Defendants violated California Labor Code §
3 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
4 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
5 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
6 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
7 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
8 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
9 paying Employees wages for all hours worked including time off the clock working “pre-shift”
10 and “post-shift” without compensation by answering a COVID-related questionnaire before
11 clocking in; waiting in line to clock in; driving to pick up supplies pre-shift; setting an alarm
12 code, turning off the lights, and locking up after clocking out; and receiving and responding to
13 work-related calls and text messages while off-the-clock. The uncompensated time also included
14 the time Employees worked off-the-clock during meal periods. Employees regularly worked over
15 8 hours on a given day without receiving overtime compensation.

16 48. Defendants’ failure to pay compensation in a timely fashion also constituted a
17 violation of California Labor Code § 204, which requires that all wages shall be paid
18 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
19 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
20 and overtime compensation earned by Employees. Each such failure to make a timely payment of
21 compensation to Employees constitutes a separate violation of California Labor Code § 204.

22 49. Employees have been damaged by these violations of California Labor Code §§
23 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

24 50. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
25 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
26 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
27 reasonable attorneys’ fees and costs.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 52. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
8 more than five (5) hours without providing him or her with a meal period of not less than thirty
9 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
10 meal period of not less than thirty (30) minutes.

11 53. Defendants failed to provide Employees with timely, off-duty meal periods as
12 required under the Labor Code. Employees were required to clock out and continue working
13 during their meal periods. Employees were also required to take meal periods after working well
14 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
15 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
16 period as required by law.

17 54. Moreover, Defendants failed to compensate Employees for each meal period not
18 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
19 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
20 employee a meal period in accordance with this section, the employer shall pay the employee one
21 hour of pay at the employee's regular rate of compensation for each workday that the meal period
22 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
23 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
24 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
25 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
26 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

27 55. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
28 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal

1 period not provided or deficiently provided, a sum to be proven at trial.

2 **FOURTH CAUSE OF ACTION**

3 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

4 **(Against All Defendants)**

5 56. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 57. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
8 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
9 not less than ten (10) minutes for each consecutive four (4) hour shift.

10 58. Defendants failed to provide Employees with uninterrupted and duty-free rest
11 breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

12 59. Moreover, Defendants failed to compensate Employees for each rest period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
14 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
15 accordance with this section, the employer shall pay the employee one hour of pay at the
16 employee's regular rate of compensation for each workday that the rest period is not provided.
17 Defendants failed to compensate the Employees in the Class for each rest period not provided or
18 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
19 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
20 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
21 or by otherwise incorrectly calculating the regular rate.

22 60. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
23 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
24 worked without the required rest breaks, a sum to be proven at trial.

25 **FIFTH CAUSE OF ACTION**

26 **FAILURE TO PAY VACATION WAGES**

27 **(Against All Defendants)**

28 61. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 62. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
3 employment policy provides for paid vacation and an employee is terminated without having
4 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
5 in accordance with said contract of employment or policy respecting eligibility or time served.

6 63. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary
7 bonuses, and/or shift differentials to Employees but Defendants failed to include these forms of
8 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

9 64. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
10 Code § 227.3.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 ET SEQ. AND 246**

13 **(Against All Defendants)**

14 65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
15 full herein.

16 66. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
17 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
18 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
19 with the pay calculation under California Labor Code § 246(1).

20 67. Defendants paid nondiscretionary commissions, incentive pay, nondiscretionary
21 bonuses, and/or shift differentials to Employees but Defendants failed to include these forms of
22 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
23 calculating the amount of paid sick time due when sick time is used according to the requirements
24 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
25 rate, in violation of the law.

26 68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
27 Code §§ 245 *et seq.* and 246.

28 ///

1 **SEVENTH CAUSE OF ACTION**
2 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
3 **IN VIOLATION OF LABOR CODE § 2802**
4 **(Against All Defendants)**

5 69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 70. Under Labor Code § 2802(a) an employer must indemnify its employees for all
8 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
9 of his or her duties, or of his or her obedience to the directions of the employer.

10 71. Employees incurred necessary expenditures in the performance of their job duties
11 for Defendants, namely the cost of vehicle mileage, and fuel, and personal cell phone usage, which
12 was necessary to perform their duties under Defendants' employ. From four (4) years prior to the
13 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
14 reimburse Employees for these necessarily incurred business expenses.

15 72. As a result of the unlawful acts of Defendants, Employees have been deprived of
16 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
17 plus interest and penalties thereon, attorneys' fees, and costs.

18 **EIGHTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

21 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 74. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 75. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
4 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
5 periods and rest breaks, all of which Defendants knew or reasonably should have known were
6 owed to Employees, as alleged hereinabove. Moreover, Employees' wage statements did not
7 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
8 forth all applicable hourly rates in effect during the pay period and the corresponding number of
9 hours worked at each such rate in violation of Labor Code § 226(a)(9). For example, the wage
10 statements provided to Employees include "Holiday Pay 1" and the wage statement failed to
11 correctly list the applicable hourly rate for "Holiday Pay 1." Additionally, Defendants failed in
12 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
13 regular rate calculations that included nondiscretionary commissions, incentive pay,
14 nondiscretionary bonuses, and/or shift differentials earned, and the total amount of compensation
15 of their Employees. The wage statements provided to Employees were confusing and required
16 Employees to engage in discovery and refer to outside sources to verify whether their pay was
17 correct and potentially resulting in a miscalculation by the Employees.

18 76. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
19 Employees suffered injuries, including among other things confusion over whether they received
20 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
21 forcing them to make mathematical computations to analyze whether the wages paid in fact
22 compensated them correctly for all hours worked.

23 77. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
24 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
25 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
26 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
27 award of costs and reasonable attorneys' fees.

28 78. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a

1 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
2 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
3 employee for each pay period.

4 79. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
5 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
6 shown according to proof.

7 **NINTH CAUSE OF ACTION**
8 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
9 **and 1174.5**
10 **(Against All Defendants)**

11 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 81. California Labor Code § 1174 requires that all employers shall keep accurate time
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek
16 damages, including civil penalties, from the employer.

17 82. During the course of Plaintiff's and Employees' employment, Defendants
18 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
19 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
20 overtime, and premium pay as discussed above.

21 83. Defendants are also required by the California Labor Code § 1198 and the
22 applicable Wage Order to maintain a tracking system that accurately records the times at which
23 Employees works.

24 84. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
25 knew wages to be due but failed to pay them.

26 85. Accordingly, Defendants are liable for civil penalties pursuant to the California
27 Labor Code including §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

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TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

86. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

87. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

88. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

89. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

90. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*
(Against All Defendants)

91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

92. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

93. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1 94. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
2 business practices.

3 95. Wage-and-hour laws express fundamental public policies. Paying employees their
4 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
5 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
6 to enforce minimum labor standards, to ensure that employees are not required or permitted to
7 work under substandard and unlawful conditions, and to protect law-abiding employers and their
8 employees from competitors who lower costs to themselves by failing to comply with minimum
9 labor standards.

10 96. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
14 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

16 97. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
17 violation of the Business & Professions Code § 17200 *et seq.*

18 98. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
19 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
20 care should have known that their conduct was unlawful; therefore their conduct violates the
21 Business & Professions Code § 17200 *et seq.*

22 99. As a proximate result of the above-mentioned acts of Defendants, Employees have
23 been damaged, in a sum to be proven at trial.

24 100. Unless restrained by this Court Defendants will continue to engage in such
25 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
26 make such orders or judgments, including the appointment of a receiver, as may be necessary to
27 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
28 prohibited by the Business & Professions Code, including but not limited to the disgorgement of

1 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
2 failed to pay.

3 **TWELFTH CAUSE OF ACTION**
4 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***
5 **(Against All Defendants)**

6 101. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
7 full herein.

8 102. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
9 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
10 alleged violators, Defendants.

11 103. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
12 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
13 penalty provisions, without limitation, based on the following California Labor Code sections:
14 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
15 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198.5, 1199, 2698, 2699, *et seq.*, and
16 2802.

17 104. The penalties shall be allocated as follows: 65% to the Labor and Workforce
18 Development Agency (LWDA) and 35% to the affected employee.

19 105. Employees also seek any and all penalties and remedies set forth in Labor Code §
20 558, which states:

21 (a) Any employer or other person acting on behalf of an employer who
22 violates, or causes to be violated, a section of this chapter or any provision
23 regulating hours and days of work in any order of the Industrial Welfare
24 Commission shall be subject to a civil penalty as follows: (1) For any initial
25 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

27 (b) If upon inspection or investigation the Labor Commissioner determines that
28 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any
order of the Industrial Welfare Commission, the Labor Commissioner may issue a

1 citation. The procedures for issuing, contesting, and enforcing judgments for
2 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

3 (c) The civil penalties provided for in this section are in addition to any other
4 civil or criminal penalty provided by law.

5 106. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
6 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
7 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
8 for each violation in a subsequent citation, for which the employer fails to provide the employee a
9 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
10 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

11 107. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
12 LWDA and Defendants postmarked on March 3, 2025. The LWDA has not provided notice of its
13 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
14 letters.

15 RELIEF REQUESTED

16 WHEREFORE, Plaintiff prays for the following relief:

- 17 1. For an order certifying this action as a class action;
- 18 2. For compensatory damages in the amount of the unpaid minimum wages for work
19 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
20 the filing of this action, as may be proven;
- 21 3. For liquidated damages in the amount equal to the unpaid minimum wage and
22 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 23 4. For compensatory damages in the amount of the hourly wage made by Employees
24 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
25 years prior to the filing of this action, as may be proven;
- 26 5. For compensatory damages in the amount of the hourly wage made by Employees
27 for each day requisite rest breaks were not provided or were deficiently provided where no
28 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may

1 be proven;

2 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

3 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

4 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
5 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

6 9. For penalties pursuant to Labor Code § 227.3, as may be proven;

7 10. For penalties pursuant to Labor Code §§ 245 *et seq.*, and 246;

8 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

9 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

10 13. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

12 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13 15. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

16 16. For an order enjoining Defendants and their agents, servants, and employees, and
17 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
18 duties adumbrated in this Complaint;

19 17. For all general, special, and incidental damages as may be proven;

20 18. For an award of pre-judgment and post-judgment interest;

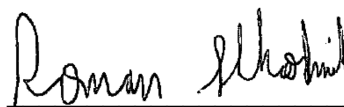
21 19. For an award providing for the payment of the costs of this suit;

22 20. For an award of attorneys' fees; and

23 21. For such other and further relief as this Court may deem proper and just.

24 DATED: May 8, 2025

D.LAW, INC.

25 By 
26

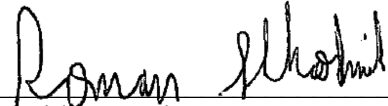
27 David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
28 PAUL HANSON
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 8, 2025

D.LAW, INC.

By 

David Yermian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
PAUL HANSON
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Ian A. Michalak
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 350 South Grand Avenue, 40th Floor
 Los Angeles, CA 90071

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Kathryn Perez