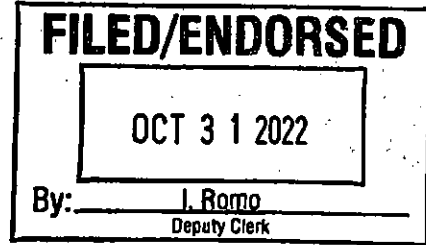


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RACHEL MONIQUE SERNA, and all others similarly situated
(Additional attorneys for Plaintiff(s) on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO
(UNLIMITED JURISDICTION)

RACHEL MONIQUE SERNA, on behalf of
herself and all others similarly situated, and the
general public, and as an "Aggrieved Employee"
on behalf of other "Aggrieved Employees" under
the Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

H&R FOODS INC., a California Corporation;
and DOES 1-50, inclusive,

Defendant(s).

Case No.: 34-2022-00325937-CU-OE-GDS

CLASS ACTION

FIRST AMENDED COMPLAINT FOR

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab. Code §§ 2698, et seq.)

JURY TRIAL DEMANDED

BY FAX



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1 Plaintiff, Rachel Monique Serna (hereafter "Plaintiff" or "Serna"), on behalf of herself
2 and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter "the Wage
6 Order"), and the California Business and Professions Code against Defendants H&R Foods Inc.,
7 a California Corporation and Does 1 through 50, inclusive (collectively "Defendants").

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
9 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
10 relief. These claims are based on Defendants' failures to:

11 (A) Pay all wages, including minimum, regular, overtime and doubletime
12 wages, earned for all hours worked at the correct rates of pay;

13 (B) Provide all meal periods;

14 (C) Authorize and permit all rest breaks;

15 (D) Pay premium wages for unprovided meal periods;

16 (E) Pay premium wages for unprovided rest breaks;

17 (F) Indemnify for necessary work-related expenditures;

18 (G) Issue only accurate and complete itemized wage statements; and

19 (H) Timely pay wages upon termination of employment;

20 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
21 restitution, statutory penalties, attorneys' fees, costs, and related relief through this class action.

22 **II. THE PARTIES**

23 3. Plaintiff Rachel Monique Serna is a resident of California. At all relevant times,
24 Plaintiff was an "employee" within the meaning of Title 8 California Code of Regulations Section
25 11050, and an "aggrieved employee" within the meaning of California Labor Code § 2699(c).

26 4. Defendant H&R Foods Inc. is a corporation organized and existing under the laws
27 of California and also a citizen of California based on Plaintiff's information and belief.

28 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
is informed and believes and thereon alleges that said Defendants are legally responsible for the



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1 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
2 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
3 when ascertained.

4 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
5 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
6 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
7 within the course and scope of such agency, employment, direction and control, and with the
8 approval and ratification of each of the other Defendants.

9 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
10 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
11 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
12 Members or otherwise complying with their rights in accordance with applicable California labor
13 laws as alleged herein.

14 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
16 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
17 described class in accordance with applicable laws as alleged herein.

18 III. CLASS ALLEGATIONS

19 9. This action has been brought and may be maintained as a class action pursuant to
20 California Code of Civil Procedure section 382 because there is a well-defined community of
21 interest among the persons who comprise the readily ascertainable class defined below and
22 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
23 a class action.

24 10. **Class Definition:** The Class is defined as follows: All persons Defendants
25 employed in California as non-exempt, hourly employees, including but not limited to, assistant
26 managers, shift leads, and individuals performing work comparable to the aforementioned,
27 compensated comparably to the aforementioned, and individuals in similar positions, at any time
28 during the period beginning four years prior to the filing of this action and ending on the date that
final judgment is entered in this action ("Class" or "Class Members").

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
right to amend or modify the class definition with greater specificity, by further division into



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1 subclasses and/or by limitation to particular issues.

2 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
3 each individual Class Member is impractical. While Plaintiff does not currently know the exact
4 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
5 minimum required for numerosity under California laws.

6 13. **Commonality and Predominance:** Common questions of law and fact exist as to
7 all Class Members and predominate over any questions which affect only individual Class
8 Members. These questions include, but are not limited to:

9 A. Whether Defendants failed to pay all wages earned to Class Members for
10 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
11 meal period premium, and rest period premium wages;

12 B. Whether Defendants failed to provide the Class Members with all meal
13 periods in compliance with California law;

14 C. Whether Defendants failed to authorize and permit the Class Members to
15 take all rest periods in compliance with California law;

16 D. Whether Defendants failed to indemnify the Class Members for the
17 reasonable expenses they incurred during the course of performing their duties;

18 E. Whether Defendants knowingly and intentionally failed to provide the
19 class with accurate and complete itemized wage statements;

20 F. Whether Defendants willfully failed to provide the class with timely final
21 wages;

22 G. Whether Defendants engaged in unfair competition within the meaning of
23 Business and Professions Code sections 17200, et seq., with respect to the Class; and

24 H. Whether Class Members are entitled to restitution of money or property
25 that Defendants may have acquired from them through alleged Labor Code violations.

26 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
27 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
28 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
Code, the Wage Order, and the Business and Professions Code.

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent



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1 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
2 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
3 Members.

4 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
5 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
6 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
7 Plaintiff and absent Class Members.

8 17. **Superiority:** A class action is vastly superior to other available means for fair and
9 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
10 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
11 and efficiently prosecute their common claims in a single forum without the unnecessary
12 duplication of effort and expense that numerous individual actions would entail. In addition, the
13 monetary amounts due to many individual Class Members are likely to be relatively small and
14 would thus make it difficult, if not impossible, for individual Class Members to both seek and
15 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
16 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
17 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

18 **IV. STATEMENT OF FACTS**

19 18. The Wage Order applies to "all persons employed in the public housekeeping
20 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The
21 Wage Order defines "Public Housekeeping Industry" to mean

22 any industry, business, or establishment which provides meals, housing, or
23 maintenance services whether operated as a primary business or when incidental
24 to other operations in an establishment not covered by an industry order of the
25 Commission, and includes, but is not limited to the following:

- 26 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
27 cafeterias, boarding houses, clubs, and all similar establishments where
28 food in either sold or liquid form is prepared and served to be consumed
on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which
prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer



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1 parks, office or loft buildings, and similar establishments offering rental
2 of living, business, or commercial quarters;

3 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
4 homes for the aged, and similar establishments offering board or lodging
5 in addition to medical, surgical, nursing, convalescent, aged, or child care;

6 (5) Private schools, colleges, or universities, and similar establishments which
7 provide board or lodging in additional to educational facilities;

8 (6) Establishments contracting for development, maintenance or cleaning of
9 grounds; maintenance or cleaning of facilities and/or quarters of
10 commercial units and living units; and

11 (7) Establishments providing veterinary or other animal care services.

12 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
13 Serna, and all of the Class Members were covered by the Wage Order because the Defendants
14 operated, and Serna, and all of the Class Members, worked for one or more restaurants.
15 Accordingly, Serna and all of the other Class Members are entitled to the protections the Wage
16 Order provides.

17 19. On approximately December 31, 2016, the Defendants began to employ Serna in
18 Sacramento, California in the position of shift lead and assistant manager. The Defendants
19 continuously employed her in that capacity until September 3, 2021 when her employment ended.

20 20. At all relevant times, the Defendants issued wages to Serna and all of the other
21 Class Members on a biweekly (26 paychecks/year) basis and paid them at an hourly rate of pay.
22 At all relevant times, the Defendants classified Serna and all of the other Class Members as non-
23 exempt employees entitled to the protections of the Labor Code and the Wage Order.

24 21. At all relevant times, the Defendants failed to provide Serna and all of the other
25 Class Members with all timely 30-minute, off-duty meal periods. At all relevant times, the
26 Defendants understaffed their restaurants and failed to provide Serna and all of the other Class
27 Members with all timely 30-minute, off-duty meal periods. On the few occasions that Serna and
28 the Class Members tried to take meal periods, their managers interrupted them and required them
to return to work. The Defendants and their managers altered Serna and all of the other Class
Members' time records to have the appearance of compliant meal period. The Defendants also
failed to pay premium wages for days on which they failed to provide Serna and all of the other



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1 Class Members with meal periods as required by law.

2 22. At all relevant times, the Defendants failed to authorize and permit Serna and all
3 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
4 or major portion thereof. At all relevant times, the Defendants understaffed their restaurants and
5 failed to authorize and permit Serna and the Class Members to take ten-minute, off-duty, paid rest
6 breaks every four hours worked or major portion thereof. The Defendants also failed to pay
7 premium wages for days on which it failed to authorize and permit Serna and all of the other Class
8 Members to take rest breaks as required by law.

9 23. At all relevant times, the Defendants failed to compensate Serna and all of the
10 other Class Members for all hours worked at the applicable minimum or regular rates of pay.

11 24. The Defendants required Serna and all of the other Class Members to work off the
12 clock at the beginning and end for their shifts without compensation. The Defendants and their
13 managers prohibited Serna and the other Class Members from leaving work until their assigned
14 tasks were complete but prohibited them from recording all hours worked. The Defendants
15 required Serna and all of the other Class Members to travel to make bank deposits and attend
16 mandatory meetings off the clock and without compensation. The Defendants also required Serna
17 and all of the other Class Members to respond to their managers' calls off the clock and on days
18 they were not scheduled to work and stay on-call and on "stand-by" to report to work if needed.
19 The Defendants also arbitrarily deducted several hours from Serna and all of the other Class
20 Members' hours recorded and failed to pay them for all hours worked. The Defendants also
21 required Serna and the other Class Members to work during meal periods in which they were
22 clocked out. Further, the Defendants interrupted the meal periods of Serna and the other Class
23 Members.

24 25. At all relevant times, as a result of the off-the-clock work described above, the
25 Defendants failed to compensate Serna and all of the other Class Members at the correct rates of
26 pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the
27 seventh day of the workweek.

28 26. At all relevant times, as a result of the off-the-clock work described above, the
Defendants failed to compensate Serna and all of the other Class Members at the correct rates of
pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the
workweek.



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1 27. At all relevant times, the Defendants required Serna and all of the other Class
2 Members to incur certain business expenses in the course of performing their duties. The
3 Defendants required Serna and all of the other Class Members to supply their personal mobile
4 phones to communicate with their managers and automotive vehicles to make bank deposits.
5 However, the Defendants did not provide these items and did not reimburse Serna and the other
6 Class Members for these items.

7 28. At all relevant times, the Defendants failed to issue to Serna and all of the other
8 Class Members complete and accurate wage statements that state all hours worked at the correct
9 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
10 the wage statements they issued to Serna and all of the other Class Members the unpaid wages
11 discussed above.

12 29. At all relevant times, the Defendants also failed to timely pay Serna and all of the
13 other Class Members all earned wages as described above during and at the conclusion of
14 employment.

15 30. At all relevant times, the Defendants also failed to provide Serna and all of the
16 other Class Members with complete and accurate wage statements.

17 31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
18 unlawful practices and policies, Plaintiff and the Class Members were:

- 19 A. Not provided with all off duty meal periods;
- 20 B. Not authorized and permitted to take all rest break periods;
- 21 C. Not paid one hour's pay for each workday in which Defendants failed to
22 authorize and permit them to take one or more timely rest periods;
- 23 D. Not paid one hour's pay for each workday in which Defendants failed to
24 provide them with one or more timely meal periods;
- 25 E. Not paid all wages earned, including, but not limited to, minimum, regular,
26 overtime, and doubletime wages for work performed while clocked out;
- 27 F. Not indemnified for all necessary business expenditures incurred during
28 the discharge of their duties;
- G. Not provided with accurate and complete wage statements; and
- H. Not timely paid all earned and unpaid wages at the time their employment
ended.



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FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES EARNED AT THE CORRECT RATES of PAY

Lab. Code §§ 510, 1194, 1197, and 1198

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

32. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

33. At all relevant times, Plaintiff and the Class Members have been non-exempt employees and entitled to the protections of both the Labor Code and the Wage Order.

34. Section 2 of the Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

35. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.



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(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

36. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

37. Labor Code section 510 states:

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

38. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

39. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

40. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

41. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

42. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including, but not limited to



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1 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
2 doubletime hours, respectively, that they worked at the correct rates of pay.

3 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
4 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
5 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
6 rates of pay as required by California law.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS**

9 **Lab. Code §§ 226.7 and 512**

10 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

11 44. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

12 45. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendants and entitled to the benefits and protections
14 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

15 46. In relevant part, California Labor Code § 1198 states:

16 The maximum hours of work and the standard conditions of labor fixed by the
17 commission shall be the maximum hours of work and the standard conditions of
18 labor for employees. The employment of any employee for longer hours than those
19 fixed by the order or under conditions of labor prohibited by the order is unlawful.

20 47. In relevant part, In relevant part, California Labor Code § 512 states:

21 An employer shall not employ an employee for a work period of
22 more than five hours per day without providing the employee with
23 a meal period of not less than 30 minutes, except that if the total
24 work period per day of the employee is no more than six hours, the
25 meal period may be waived by mutual consent of both the
26 employer and employee.

27 An employer shall not employ an employee for a work period of
28 more than 10 hours per day without providing the employee with
a second meal period of not less than 30 minutes, except that if the
total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

48. In relevant part, Section 11 of the Wage Order states:



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(B) If an employer fails to provide an employee a meal 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 meal period is not provided.

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

50. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the



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1 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
2 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
3 to a second 30-minute meal period when they worked more than 10 hours in a workday.

4 51. Defendants intentionally failed to provide Plaintiff and the Class Members with
5 all required 30-minute duty free meal periods in accordance with the Wage Order.

6 52. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
7 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
8 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
9 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
10 Members with timely meal periods.

11 53. Plaintiff is informed and believes and thereon alleges that, at all relevant times
12 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
13 which resulted in Defendants not providing the and the Class Members with all off-duty meal
14 periods required by California law.

15 54. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
16 suffered damages in amounts subject to proof to the extent they were not paid additional wages
17 owed for all meal periods not provided to them.

18 55. By reason of the above, Plaintiff and the Class Members are entitled to premium
19 wages for workdays in which one or more meal periods were not provided to them pursuant to
20 California Labor Code § 226.7.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

23 **Lab. Code §§ 226.7 and 1198**

24 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

25 56. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

26 57. At all relevant times during the applicable limitations period, Plaintiff and the
27 Class Members have been employees of Defendants and entitled to the benefits and protections
28 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

58. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor
fixed by the commission shall be the maximum hours of work and



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the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

59. In relevant part, Section 12 of the Wage Order states:

Rest Periods

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) 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.

60. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

61. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be



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1 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
2 of work, or major fraction thereof.

3 62. Defendants intentionally failed to authorize and permit Plaintiff and the Class
4 Members to take all 10-minute rest periods free from any work duties in accordance with the
5 Wage Order.

6 63. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
7 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
8 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
9 Plaintiff and the other Class Members to take timely rest periods.

10 64. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
11 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
12 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
13 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
14 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
15 to authorize and permit them to take 10-minute rest periods every four hours worked or major
16 fraction thereof.

17 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
18 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
19 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
20 take all rest breaks required by California law.

21 66. Defendants failed to provide Plaintiff with all required rest breaks in accordance
22 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
23 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
24 which resulted in Defendants not providing the Class Members with all rest breaks required by
25 California law.

26 67. Defendants failed to pay Plaintiff the additional wages required by California
27 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
28 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
Class Members with additional wages for all rest breaks not provided to them as required by
California Labor Code § 226.7.



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1 68. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
2 suffered damages in amounts subject to proof to the extent they were not paid additional wages
3 owed for all rest breaks not provided to them.

4 69. By reason of the above, Plaintiff and the Class Members are entitled to premium
5 wages for workdays in which one or more rest breaks were not provided to them pursuant to
6 California Labor Code § 226.7.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO INDEMNIFY**

9 **Lab. Code §§ 1198 and 2802**

10 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

11 70. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

12 71. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
13 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
14 consequence of the discharge of his or her duties."

15 72. California Labor Code § 1198 prohibits employers from employing their
16 employees under conditions prohibited by the Wage Order.

17 73. At all relevant times, Defendants required Plaintiff and the Class Members to incur
18 certain business expenses in the course of performing their duties.

19 74. As described above, the Defendants required Serna and all of the other Class
20 Members to incur certain business expenses in the course of performing their duties. The
21 Defendants required Serna and all of the other Class members to supply their personal mobile
22 phones to communicate with their managers and automotive vehicles to make bank deposits.
23 However, the Defendants did not provide these items and did not reimburse Serna and the other
24 Class members for these items.

25 75. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
26 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
27 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
28 during the course of performing their duties.

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FIFTH CAUSE OF ACTION
FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code § 226

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

77. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. 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;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

D. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;

E. Net wages earned;

F. The inclusive dates of the period for which the employee is paid;

G. 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;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

78. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot "promptly and easily determine" from the wage statement alone one or more of the following:

A. The amount of the gross wages or net wages paid to the employee during



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1 the pay period or any of the other information required to be provided on the itemized wage
2 statement pursuant to California Labor Code § 226(a);

3 B. Which deductions the employer made from gross wages to determine the
4 net wages paid to the employee during the pay period;

5 C. The name and address of the employer and, if the employer is a farm labor
6 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
7 and address of the legal entity that secured the services of the employer during the pay period;

8 D. The name of the employee and only the last four digits of his or her social
9 security number or an employee identification number other than a social security number; and

10 E. The number of piece-rate units earned and the piece rate.

11 79. "Promptly and easily determine," as stated in California Labor Code § 226(e),
12 means a reasonable person would be able to readily ascertain the information without reference
13 to other documents or information.

14 80. As alleged herein, at all relevant times during the applicable limitations period,
15 Defendants violated California Labor Code section 226 because they did not properly and
16 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,
17 the corresponding number of hours worked at each rate by the employee and other requirements
18 of California Labor Code section 226. Defendants failed to state in the wage statements they
19 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
20 including, but not limited to, regular and overtime wages for work they performed off-the-clock
21 after clocking-out (as described above).

22 81. Defendants' failure to provide Plaintiff and the other Class Members with accurate
23 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
24 the other Class Members with accurate wage statements but intentionally provided wage
25 statements that Defendants knew were not accurate.

26 82. As a result of being provided with inaccurate wage statements by Defendants,
27 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
28 wage statements were violated and they were misled about the amount of wages they had actually
earned and were owed. In addition, the absence of accurate information on their wage statements
prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
and mathematical computations to determine the amounts of wages owed, has caused difficulty



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1 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
2 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
3 and the other Class Members were not able to ascertain from the wage statements whether
4 Defendants complied with their obligations under California Labor Code section 226(a).

5 **SIXTH CAUSE OF ACTION**

6 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

7 **(Lab. Code §§ 201, 202, and 203)**

8 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

9 83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 84. At all relevant times during the applicable limitations period, Plaintiffs and the
11 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
12 of California Labor Code §§ 201, 202 and 203, and the Wage Order.

13 85. Labor Code § 201 provides that all earned and unpaid wages of an employee who
14 is discharged are due and payable immediately at the time of discharge.

15 86. Labor Code § 202 provides that all earned and unpaid wages of an employee who
16 quits after providing at least 72-hours notice before quitting are due and payable at the time of
17 quitting and that all earned and unpaid wages of an employee who quits without providing at least
18 72-hours notice before quitting are due and payable within 72 hours.

19 87. The Defendants failed to pay Serna and all of the other Class Members whose
20 employment ended all of the earned but unpaid wages described above by the conclusion of their
21 employment with Serna, including minimum wages, regular wages, overtime wages, missed meal
22 period premium wages and missed rest period premium wages. Additionally, the Defendants
23 failed to issue to Serna and all of the other Class members whose employment ended their final
24 paychecks until the next regular pay day following the termination.

25 88. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
27 § 201 or § 202.

28 89. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the Class Members all of their earned and unpaid wages (described above) have been willful
in that, at all relevant times, Defendants have deliberately maintained policies and practices that
violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,



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1 they have had the ability to comply with those legal requirements.

2 90. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
3 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
4 penalties for each Class Member.

5 **SEVENTH CAUSE OF ACTION**

6 **UNFAIR COMPETITION**

7 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

8 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

9 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 92. At all relevant times during the applicable limitations period, Plaintiff and the
11 Class Members have been employees of Defendants and entitled to the benefits and protections
12 of the Business and Professions Code §§ 17200, *et seq.*

13 93. The unlawful conduct of Defendants alleged herein amount to and constitutes
14 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
15 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
16 gained a competitive advantage over other comparable companies doing business in California
17 that comply with their legal obligations to compensate employees for all earned wages.

18 94. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
19 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
20 Members were deprived of minimum wages, regular wages, overtime wages, missed meal period
21 premium wages, missed rest period premium wages, phone expenses, mileage expenses, and
22 comparable money and property.

23 95. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
24 Class Members are entitled to restitution of all monies rightfully belonging to them that
25 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
26 practices.

27 96. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
28 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
1021.5, the substantial benefit doctrine and/or the common fund doctrine.

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EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab Code §§2698, *et seq.*)

(By Plaintiff and the Aggrieved Employees against all Defendants)

109. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

110. The "Aggrieved Employees" are all members of the Class defined above who Defendants employed during the period beginning August 24, 2021 and ending on the date that final judgment is entered in this action.

111. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

112. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

113. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802.

114. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on



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1 behalf of themselves and other current or former employees, to bring a civil action to recover civil
2 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

3 115. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
4 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
5 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802 during the applicable
6 limitations period in the following amounts:

7 A. For violations of California Labor Code § 204, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
9 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
10 (penalty amounts established by California Labor Code § 210).

11 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
12 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
13 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
14 California Labor Code § 226.3).

15 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
16 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
17 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
18 established by California Labor Code § 558).

19 D. For violations of California Labor Code § 1197, one hundred dollars
20 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
21 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
22 (regardless of whether the initial violations were intentionally committed) (penalty amounts
23 established by California Labor Code § 1197.1).

24 E. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
25 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
26 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
27 period for each subsequent violation (penalty amounts established by California Labor Code §
28 2699(f)(2)).

116. Plaintiff has complied with the procedures for bringing suit specified in California
Labor Code § 2699.3. By letter dated August 24, 2022, Plaintiff filed written notice online with
the Labor and Workforce Development Agency ("LWDA") and gave written notice by certified



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1 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
2 violated, including the facts and theories to support the alleged violations. A true and correct copy
3 of the notice to the LWDA dated August 24, 2022, is attached as Exhibit A. Plaintiff accompanied
4 her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
5 response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the
6 LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate
these allegations.

7 117. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
8 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
9 connection with their claims for civil penalties.

10 **V. PRAYER FOR RELIEF**

11 118. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for
12 relief and judgment against Defendants as follows:

13 A. An order that the action be certified as a class action with respect to
14 Plaintiff's claims for violations of California law;

15 B. An order that Plaintiff be appointed class representative;

16 C. An order that counsel for Plaintiff be appointed class counsel;

17 D. Unpaid wages, including minimum, regular, overtime, double-time,
missed meal period and missed rest period premium wages;

18 E. Liquidated damages;

19 F. Statutory penalties, including waiting time penalties;

20 G. Civil penalties;

21 H. Restitution;

22 I. Declaratory relief;

23 J. Actual damages;

24 K. Pre-judgment interest;

25 L. Costs of suit;

26 M. Reasonable attorneys' fees; and

27 N. Such other relief as the Court deems just and proper.

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VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: October 31, 2022

By:



DAVID G. SPIVAK
CAROLINE TAHMASSIAN
Attorneys for Plaintiff(s), RACHEL
MONIQUE SERNA, and all others
similarly situated



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EXHIBIT A



THE SPIVAK LAW FIRM
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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

August 24, 2022

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Rachel Monique Serna / H&R Foods Inc.

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Rachel Monique Serna (hereafter "Serna" or "Complainant") provides notice that H&R Foods Inc., a California Corporation, H&R Foods, Inc., a California entity of unknown form, Church's Chicken, a California entity of unknown form, Hardeep Singh, an individual, and related entities (collectively "the H&R Foods Employers" or "the Employers") violated her rights and those of all other individuals the H&R Foods Employers have employed or otherwise contracted with in California as hourly, non-exempt employees, including, but not limited to, assistant managers, shift leads, and individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the "Aggrieved Employees") under Labor Code sections 201, 202, 203, 204, 221, 226.7, 510, 512, 558.1, 1194, 1197, 1198, and 2802, and related provisions of the Labor Code. On behalf of herself and all other Aggrieved Employees, Serna hereby provides this notice to the Labor & Workforce Development Agency and the H&R Foods Employers and their agents and representatives.

At all relevant times, the H&R Foods Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Serna and all of the other Aggrieved Employees are "employees" within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter "the Wage Order") section 2, subdivision (F) and "Aggrieved Employees" within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately December 31, 2016, the H&R Foods Employers began to employ Serna in Sacramento California in the position of hourly, non-exempt shift lead and assistant manager. The H&R Foods Employers continuously employed her in that capacity until on or about September 3, 2021 when her employment ended.

At all relevant times, the H&R Foods Employers issued wages to Serna and all of the other Aggrieved Employees on a biweekly (26 paychecks/year) basis and paid them by the hour. At all relevant times, the H&R Foods Employers classified Serna and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees for all hours worked at the correct applicable minimum or regular rates of pay. The H&R Foods Employers required Serna and all of the other Aggrieved Employees to work off the clock at the beginning and end for their shifts without compensation. The H&R Foods Employers and their managers prohibited Serna and the other Aggrieved Employees from leaving work until their assigned tasks were complete but prohibited them from recording all hours worked. The H&R Foods Employers required Serna and all of the other Aggrieved Employees to travel to make bank deposits and attend mandatory meetings off the clock and without compensation. The H&R Foods Employers also required Serna and all of the other Aggrieved Employees to respond to their managers' calls off the clock and on days they were not scheduled to work and stay on-call and on "stand-by" to report to work if needed. The H&R Foods Employers also arbitrarily deducted several hours from Serna and all of the other Aggrieved Employees' hours recorded and failed to pay them for all hours worked. The H&R Foods Employers also required Serna and the other Aggrieved Employees to work during meal periods in which they were clocked out. Further, the H&R Foods Employers interrupted the meal periods of Serna and the other Aggrieved Employees.

The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek.

At all relevant times, the H&R Foods Employers understaffed their restaurants and failed to provide Serna and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. On few occasion that Serna and the Aggrieved Employees tried to take meal periods, their managers interrupted them and required them to return to work. The H&R Foods Employers and their managers altered Serna and all of the other Aggrieved Employees' time records to have the appearance of compliant meal period. The H&R Foods Employers also failed to pay premium wages for days on which they failed to provide Serna and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the H&R Foods Employers understaffed their restaurants and failed to authorize and permit Serna and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The H&R Foods Employers also failed to pay premium wages for days on which they failed to authorize and permit Serna and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the H&R Foods Employers required Serna and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The H&R Foods Employers required Serna and all of the other Aggrieved Employees to supply mobile phones and their personal vehicles to perform their job duties. However, the H&R Foods Employers did not provide these items and did not reimburse Serna and the other Aggrieved Employees for these items.

At all relevant times, the H&R Foods Employers failed to issue to Serna and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The H&R Foods Employers knowingly and intentionally failed to state on the wage statements they issued to Serna and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

The H&R Foods Employers also failed to timely pay Serna and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

For the reasons stated herein, Serna alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The H&R Foods Employers failed to pay Serna and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The H&R Foods Employers failed to provide Serna and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The H&R Foods Employers failed to authorize and permit Serna and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees at one hour's pay for each day in which H&R Foods Employers failed to provide them with one or more meal periods as required by law;
- (e) The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees at one hour's pay for each day in which the H&R Foods Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The H&R Foods Employers failed to indemnify Serna and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The H&R Foods Employers unlawfully deducted wages belonging to Serna and all of the other Aggrieved Employees;
- (h) The H&R Foods Employers knowingly and intentionally failed to provide Serna and all of the other Aggrieved Employees with accurate and complete wage statements; and
- (i) The H&R Foods Employers willfully failed to timely pay Serna and all of the other Aggrieved Employees all earned and unpaid wages during their

employment with the H&R Foods Employers and when their employment ended.

Accordingly, Serna now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the H&R Foods Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;

- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the H&R Foods Employers, Serna, and all of the Aggrieved Employees were covered by the Wage Order because the H&R Foods Employers operated, and Serna, and all of the Aggrieved Employees, worked for one or more restaurants. Accordingly, Serna and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(K) of the Wage Order states,

"Hours worked" means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

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

In relevant part, Labor Code section 510 states:

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

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

At all relevant times during the applicable limitations period, the H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Serna now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

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Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. . . .

- (B) If an employer fails to provide an employee a meal 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 workday that the meal period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the H&R Foods Employers failed to provide Serna and all of the other Aggrieved Employees with all timely meal periods. The H&R Foods Employers denied Serna and all of the other Aggrieved Employees their 30-minute off-duty meal periods within the first five hours of work. Furthermore, the H&R Foods Employers failed to pay premium wages for days on which they failed to provide Serna and all of the other Aggrieved Employees with timely meal periods. Accordingly, Serna now seeks civil penalties for these Labor Code violations that H&R Foods Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));

2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

- (B) 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 workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The H&R Foods Employers failed to authorize and permit Serna and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The H&R Foods Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, the H&R Foods Employers failed to pay Serna and all of the other Aggrieved Employees premium wages on workdays the H&R Foods Employers failed to provide Serna and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Serna now seeks civil penalties for these Labor Code violations that the H&R Foods Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent

violation, per pay period (penalties set by Labor Code section 2699(f)(2));
and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, "An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties."

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.
...
- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the H&R Foods Employers required Serna and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The H&R Foods Employers did not reimburse them for such expenses. Accordingly, Serna seeks civil penalties for these Labor Code violations that the H&R

Foods Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Unlawful Deductions
(Lab. Code § 221)

Under Labor Code § 221, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." The H&R Foods Employers deducted wages from the wages earned by Serna and all of the other Aggrieved Employees in violation of Labor Code § 221. The H&R Foods Employers arbitrarily deducted several hours from Serna and all of the other Aggrieved Employees' hours recorded and failed to pay them for all hours worked. Accordingly, Serna seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

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.

At all relevant times during the applicable limitations period, the H&R Foods Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The H&R Foods Employers failed to state in the wage statements they issued to Serna and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The H&R Foods Employers knowingly and intentionally failed to state on the wage statements they issued to Serna and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime

wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

Accordingly, Serna seeks civil penalties for the Labor Code violations that the H&R Foods Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The H&R Foods Employers failed to compensate Serna and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation at the intervals stated above. As a result, the H&R Foods Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Serna now seeks civil penalties for the Labor Code violations that the H&R Foods Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

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Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201-203)

Under Labor Code § 2019, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The H&R Foods Employers failed to pay Serna and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Serna, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. Additionally, the H&R Foods Employers failed to issue to Serna and all of the other Aggrieved Employees whose employment ended their final paychecks until the next regular pay day following the termination. By failing to pay Serna and all of the other Aggrieved Employees as set forth above at the end of employment, the H&R Foods Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Serna seeks civil penalties from the H&R Foods Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));

2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.
- (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Hardeep Singh was an employer of Serna and all of the other Aggrieved Employees, and/or "owner," "managing agent," and/or "officer" of H&R Foods Inc. and the other employers identified above, directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Aggrieved Employees, Serna seeks the same civil penalties against Hardeep Singh on the same grounds for which she seeks civil penalties against the H&R Foods Employers.

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Rachel Monique Serna will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Rachel Monique Serna
Walter L. Haines

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LWDA / The H&R Foods Employers

August 24, 2022

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1 PROOF OF SERVICE

2
3 State of California,
4 County of Los Angeles

5 1. I am a citizen of the United States and am employed in the
6 County of Los Angeles, State of California. I am over the age of 18 years,
and not a party to the within action. My business address is 15303 Ventura
Blvd., Suite 900, Sherman Oaks, CA 91403.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United
9 States Postal Service. It is the practice that correspondence is deposited
with the United States Postal Service the same day it is submitted for
mailing.

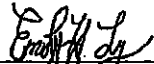
10 On Monday, October 31, 2022, I served the foregoing document described
11 as **FIRST AMENDED COMPLAINT** on interested parties by electronic mail,
addressed as follows:

12 Shane Singh, Esq.
13 Grace E. Mehta, Esq.
14 Lewis Brisbois Bisgaard & Smith LLP
2020 West El Camino Avenue, Suite 700
15 Sacramento, CA 95833
Shane.Singh@lewisbrisbois.com
Grace.Mehta@lewisbrisbois.com

16
17 XXXX (BY EMAIL) I caused the documents to be sent to the persons at the
18 electronic service addresses listed above from my electronic service address
emily@spivaklaw.com.

19 EXECUTED on Monday, October 31, 2022, at Los Angeles, California.

20 XXXX (State) I declare under penalty of perjury under the laws of the State
21 of California that the above is true and correct.

22
23 
24 _____
EMILY HYOUNG LY



25 SPIVAK LAW
26 EMPLOYEE RIGHTS

27 Mail:
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