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Attorneys for Plaintiff RAMON AGUILA,
Individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

RAMON AGUILA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

BECTON AND DICKINSON; APIDEL
TECHNOLOGIES, LLC; and DOES 1-50,
inclusive,

Defendants.

CASE NO.: 22CV404498
Hon. Theodore C. Zayner
Department 19

**FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE §382:**

- 1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194**
- 2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512 and IWC Wage Orders**
- 3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512**
- 4. Failure to Pay Timely Wages Required by Labor Code § 203**
- 5. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226**
- 6. Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802**
- 7. Failure to Pay Reporting Time**
- 8. Violation of Business & Professions Code § 17200, et seq.**

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9. Civil Penalties Under The Private Attorneys General Act of 2004 (“PAGA”)

DEMAND FOR JURY TRIAL

1 Plaintiff RAMON AGUILA (“Plaintiff”), individually, on behalf of the general public, and
2 on behalf of all others similarly situated (hereinafter collectively referred to as the “Class” or
3 “Class Member”), hereby files this Amended Consolidated Complaint (“Complaint”) against
4 Defendants BECTON AND DICKINSON and APIDEL TECHNOLOGIES, LLC; and DOES 1-
5 50, inclusive (collectively “Defendants”) and alleges on information and belief as follows:

6 **I. JURISDICTION AND VENUE**

7 1. This class action is brought pursuant to California Code of Civil Procedure § 382.
8 This action is further brought by Plaintiff as a representative action for recovery of penalties
9 pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 et
10 seq. PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf
11 of the general public as private attorney general and all other current and former aggrieved
12 employees, to recover civil penalties and address an employer’s violations of the California Labor
13 Code.

14 2. The monetary damages and restitution sought by Plaintiff exceed the minimum
15 jurisdiction limits of the California Superior Court and will be established according to proof at
16 trial.

17 3. This Court has jurisdiction over this action pursuant to the California Constitution
18 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
19 except those given by statute to other courts. The statutes under which this action is brought do not
20 give jurisdiction to any other court.

21 4. This Court has jurisdiction over Defendants because, upon information and belief,
22 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
23 avails itself of the California market so as to render the exercise of jurisdiction over it by the
24 California Courts consistent with traditional notions of fair play and substantial justice.

25 5. The California Superior Court also has jurisdiction in this matter because the
26 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
27 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys’
28 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of

1 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
2 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code (“CC”)
3 and B&PC.

4 6. Venue is proper in this Court because upon information and belief, one or more of
5 the Defendants, reside, transact business, or have offices in this County and/or the acts or
6 omissions alleged herein took place in this County.

7 **II. PARTIES**

8 7. Plaintiff RAMON AGUILA was, at all times relevant to this action, a resident of
9 California. Plaintiff was employed by Defendants in approximately November 20, 2020, as a Non-
10 Exempt Employee with the title of Packaging Operator and worked during the liability period for
11 Defendants until Plaintiff’s separation from Defendants’ employ in approximately August 30,
12 2021. Plaintiff’s duties included, but were not limited to packaging and shipping out medical
13 equipment, filling boxes and crates to be shipped, and operating a hoist to put in crates.

14 8. During the one year immediately preceding Plaintiff giving the required notice
15 under the California Labor Code Private Attorneys General Act (“PAGA”), Cal. Labor Code §
16 2698 et seq (“PAGA”), and within the statute of limitations periods applicable to each cause of
17 action pled herein, Plaintiff was employed by Defendants in the County Santa Clara as a non-
18 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
19 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
20 by the Labor Code and applicable Wage Orders.

21 9. Defendants BECTON AND DICKINSON and APIDEL TECHNOLOGIES, LLC;
22 operates as a medical device business. Plaintiff estimates there are in excess of 100 Non-Exempt
23 Employees who work or have worked for Defendants over the last year.

24 10. Other than identified herein, Plaintiff is unaware of the true names, capacities,
25 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
26 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
27 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
28 such fictitious names. Plaintiff will amend this complaint when their true names and capacities are

1 ascertained.

2 11. Whenever in this Complaint reference is made to any act, deed, or conduct of
3 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
4 through one or more of its officers, directors, agents, employees, or representatives, who was
5 actively engaged in the management, direction, control, or transaction of the ordinary business and
6 affairs of Defendants.

7 12. Plaintiff is informed and believes and thereon alleges that each defendant, directly
8 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
9 Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed
10 and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as
11 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
12 pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

13 13. Plaintiff is further informed and believes, and thereon alleges, that at all times
14 herein material, each Defendant was completely dominated and controlled by its co-Defendants
15 and each was the alter ego of the other. Whenever and wherever reference is made in this
16 complaint to any conduct by Defendant or Defendants, such allegations and references shall also
17 be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and
18 severally. Whenever and wherever reference is made to individuals who are not named as
19 Defendants in this complaint, but were employees and/or agents of Defendants, such individuals,
20 at all relevant times acted on behalf of Defendants named in this complaint within the scope of
21 their respective employments.

22 **III. ALLEGATIONS**

23 14. Plaintiff brings this action individually and on behalf of all others similarly
24 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are
25 defined as follows:

26 All persons who have been employed by Defendants as Non-Exempt Employees or
27 equivalent positions, however titled, in the state of California within four (4) years from
28 the filing of the original complaint in this action (August 8, 2022) until its resolution.
(collectively referred to as the “Class” or “Plaintiff’s Class” or “Class Members”).

1 15. Plaintiff also seeks to represent the subclass(es) composed of and defined as
2 follows:

3 **Sub-Class 1:** All Class Members who are or were employed by Defendants who worked in
4 excess of six or ten hours in a work-day but were not provided with a timely,
5 uninterrupted, duty-free thirty-minute meal period (hereinafter collectively referred to as
6 the “Meal Period Subclass”).

7 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
8 excess of three and a half (3.5) or ten hours in a work-day but were not authorized and
9 permitted a rest period (hereinafter collectively referred to as the “Rest Period Subclass”).

10 **Sub-Class 3:** All Class Members who are or were employed by Defendants at any time
11 between August 2021 and the present and who received wage statements from Defendant
12 (hereinafter collectively referred to as the “Wage Statement Subclass”).

13 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
14 between August 2019 and the present and have separated their employment (hereinafter
15 collectively referred to as the “Waiting Time Penalty Subclass”).

16 **Sub-Class 5:** All Class Members who did not receive reporting time pay by Defendants.
17 (hereinafter collectively referred to as the “Reporting Time Subclass”).

18 **Sub-Class 6:** All Class Members who are or were employed by Defendants and subject to
19 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the “Unfair
20 Business Practice Subclass”).

21 16. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
22 applicable laws to amend or modify the class definition with respect to issues or in any other
23 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

24 17. The term “Class” includes Plaintiff and all members of the Class and each of the
25 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
26 this complaint.

27 18. There is a well-defined community of interest in the litigation and the proposed
28 Class is easily ascertainable through the records Defendants are required to keep.

 19. Numerosity. The members of the Class are so numerous that individual joinder of
all of them as Plaintiff is impracticable. While the exact number of the Class members is unknown
to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are at least

1 100 (one hundred) Class members.

2 20. Commonality. Common questions of law and fact exist as to all Class members
3 and predominate over any questions that affect only individual members of the Class. These
4 common questions include, but are not limited to:

5 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
6 and Class Members for all hours worked;

7 ii. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
8 Members;

9 iii. Whether Defendants failed to reimburse necessary business expenses
10 pursuant to Labor Code § 2802;

11 iv. Whether Defendants violated Labor Code §§ 226.7, 512, and applicable
12 IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and Class
13 Members for every four hours or major fraction thereof worked and failing to compensate said
14 employees one hours wages in lieu of rest periods;

15 v. Whether Defendants violated Labor Code §§ 226.7, 512 and applicable
16 IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members on days
17 they worked work periods in excess of five and ten hours and failing to compensate said
18 employees one hour wages in lieu of meal periods;

19 vi. Whether Defendants failed to maintain accurate time record including
20 recording Plaintiff and Class Members' meal periods pursuant to Labor Code § 1174.5 and the
21 applicable IWC Wage Orders;

22 vii. Whether Defendants provided accurate itemized wage statements pursuant
23 to Labor Code section 226;

24 viii. Whether Defendants failed to pay reporting time wages in accordance with
25 Labor Code 1194, 1197, 1198, and IWC Wage Order 1;

26 ix. Whether Defendants violated Business and Professions Code and Labor
27 Code §§ 201-203, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1,
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1 1198, 2802 and applicable IWC Wage Orders which violation constitutes a violation of
2 fundamental public policy; and

3 x. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
4 equitable relief pursuant to Business and Professions Code §§ 17200, *et. seq.*

5 xi. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
6 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
7 to Labor Code §§ 558, 1194 and 1197.

8 21. Typicality. Plaintiff's claims herein alleged are typical of those claims which could
9 be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief
10 which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiff
11 and all members of the Class and or Subclass sustained injuries and damages arising out of and
12 caused by Defendants' common course of conduct in violation of California laws, regulations, and
13 statutes as alleged herein.

14 22. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
15 interests of each member of the Class and/or Subclass with whom she has a well defined
16 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
17 obligation to make known to the Court any relationships, conflicts, or differences with any
18 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
19 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
20 settlement and experienced in handling such matters. Other former and current employees of
21 Defendants may also serve as representatives of the Class and Subclass if needed.

22 23. Superiority. A class action is superior to other available means for the fair and
23 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
24 court. Class action treatment will allow a large number of similarly situated persons to prosecute
25 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
26 duplication of effort and expense that numerous individual actions would require. The damages
27 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
28 and the expense and burden of individual litigation would make it extremely difficult or

1 impossible for the individual Class Members to seek and obtain individual relief. A class action
2 will serve an important public interest by permitting such individuals to effectively pursue
3 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
4 or contradictory judgments raised by individual litigation.

5 24. Public Policy Considerations: Employers in the state of California violate
6 employment and labor laws every day. Current employees are often afraid to assert their rights out
7 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
8 they believe their former employers may damage their future endeavors through negative
9 references and/or other means. The nature of this action allows for the protection of current and
10 former employees' rights without fear or retaliation or damage.

11 **IV. FACTUAL ALLEGATIONS**

12 25. At all times set forth herein, Defendants employed Plaintiff and other persons in the
13 capacity of non-exempt positions, however titled, throughout the state of California.

14 26. Plaintiff is informed and believes Class Members have at all times pertinent hereto
15 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
16 and regulations of the IWC California Wage Orders.

17 27. Defendants continue to employ Non-Exempt Employees, however titled, in
18 California and implement a uniform set of policies and practices to all non-exempt employees, as
19 they were all engaged in the job duties related to Defendant's cement business.

20 28. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
21 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
22 of the requirements of California's wage and employment laws.

23 29. Plaintiff is informed and believes that during the relevant time-frame, all Class
24 Members are citizens of the state of California.

25 30. During the relevant time-frame, Defendants compensated Plaintiff and Class
26 Members based upon an hourly rate.

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28 31. In addition, the Class Members frequently worked in excess of eight (8) hours a

1 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the employee's correct rate of pay per hour for overtime.

32. Plaintiff and the Class Members were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

33. Plaintiff and Class Members missed meal breaks at least once per month. Meal breaks were often interrupted and lasted for less than the 30 minutes required by law. Defendants failed to pay premium wages for missed, short or late meal breaks.

34. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members timely, legally compliant uninterrupted 30-minute meal periods on shifts over five hours as required by law.

35. Similarly, as a consequence of Defendants' staffing and scheduling practices, work demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff and the Class Members legally compliant second meal periods on shifts over ten hours as required by law.

36. Plaintiff and Class Members were required to keep their personal cellphones on their persons at all times during their shifts in order to respond to work related calls, even during meal periods.

37. On information and belief, Plaintiff and Class Members did not waive their rights to meal periods under the law.

38. Plaintiff and the Class Members were not provided with valid lawful on-duty meal periods.

39. Despite the above-mentioned meal period violations, Defendants failed to compensate Plaintiff, and on information and belief, failed to compensate Class Members, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

40. Plaintiff is informed and believes, and thereon alleges, that Defendants know,

1 should know, knew, and/or should have known that Plaintiff and the other Class Members were
2 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
3 were not receiving such compensation.

4 41. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
5 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
6 period for every four hours worked or major fraction thereof, including third rest breaks which is a
7 violation of the Labor Code and IWC wage order.

8 42. Plaintiff and Class Members were required to keep their personal cellphones and
9 their persons at all times during their shifts in order to respond to work related calls, even during
10 rest breaks.

11 43. Plaintiff was not permitted to take a rest break approximately 75% of the time
12 throughout his employment with Defendants. On the rare occasions where Plaintiff was able to
13 take a rest period, he was only allotted one (1) rest break per 8-hour workday.

14 44. Defendants maintained and enforced scheduling practices, policies, and imposed
15 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
16 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
17 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
18 provide relief for Plaintiff and Class Members to take their lawfully required breaks.

19 45. Despite the above-mentioned rest period violations, Defendants did not compensate
20 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
21 their regular rate as required by California law, including Labor Code section 226.7 and the
22 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
23 permitted.

24 46. On information and belief, Defendants failed to compensate Plaintiff and Class
25 Members for pre-shift activities. On a daily basis, Plaintiff arrived approximately 10 minutes
26 earlier than his scheduled shift so that he could organize for the day's work. Plaintiff would scan
27 his security badge to enter the building, get to his workstation and straighten it up, check on the
28 jobs for the day, and prepare. When Plaintiff's Lead would arrive, Plaintiff checked-in and they

1 would get to work. Defendants required Plaintiff to record his time at the end of the week on a
2 paper timesheet with his scheduled shift start and stop times. Plaintiff also entered these scheduled
3 shift times on a computer. Plaintiff's manager would then approve his times and send them to the
4 staffing agency by which Plaintiff was hired through. Despite beginning work 10 minutes early
5 each shift, Plaintiff was not compensated for his pre-shift activities. Plaintiff was also required to
6 record his scheduled shift times and not his actual time worked.

7 47. Defendants also failed to reimburse Plaintiff and Class Members for business
8 expenses incurred pursuant to Labor Code section 2802. Defendants did not reimburse Plaintiff
9 and Class Members for use of personal cellphones to carry out their work-related duties while
10 under the direction and control of Defendants. For instance, on a daily basis, Plaintiff was required
11 to his personal cell phone for approximately five (5) minutes to fulfill work-related obligations.
12 Despite requiring Plaintiff to use his personal cell phone, Defendants did not reimburse Plaintiff
13 for the required business use of his phone.

14 48. Defendants failed to pay Reporting Time Pay as required by law. For instance,
15 Plaintiffs and Class Members were sent home within the first two (2) hours of their shift due to
16 COVID-19 present at the jobsite. Defendants failed to pay Plaintiff and Class Members for half of
17 their scheduled shifts as required by law, despite sending them home within the first two hours of
18 their shift.

19 49. Defendants also failed to provide accurate, lawful itemized wage statements to
20 Plaintiff and the Class Members in part because of the above specified violations. In addition,
21 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
22 including premiums due and owing for meal and rest period violations, overtime pay, gross pay
23 and net pay figures from Plaintiff and the Class Members' wage statements.

24 50. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
26 thereof for resignations without prior notice as the case may be) they had a duty to accurately
27 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
28 rest period premiums, and that Defendants had the financial ability to pay such compensation, but

1 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
2 specified violations.

3 51. Defendants also failed to timely pay Plaintiff all wages owed upon his separation
4 from Defendants' employ. Plaintiff worked for Defendants through a staffing agency throughout
5 the duration of his employment and he received weekly paychecks every Friday. However,
6 Plaintiff's final paystub indicates a bi-weekly pay period. Accordingly, Defendant did not properly
7 and timely pay Plaintiff all final wages owed upon his separation from Defendant's employ.

8 52. Upon information and belief, Defendants knew and or should have known that it is
9 improper to implement policies and commit unlawful acts such as:

10 (a) requiring employees to work four (4) hours or a major fraction thereof without
11 being provided a minimum ten (10) minute rest period and without compensating the employees
12 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
13 rest period was not provided;

14 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
15 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
16 and without compensating employees with one (1) hour of pay at the regular rate of compensation
17 for each workday that such a meal period was not provided;

18 (c) failing to pay overtime and minimum wages;

19 (d) failing to provide accurate itemized wage statements;

20 (e) failing to timely pay Plaintiff and Class Members;

21 (f) failure to reimburse business expenses;

22 (g) failing to pay for reporting time pay; and

23 (h) conducting and engaging in unfair business practices.

24 53. In addition to the violations above, and on information and belief, Defendants knew
25 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and
26 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
27 recklessly, and/or intentionally failed to do so.

28 54. Plaintiff and Class Members they seek to represent are covered by, and Defendants

1 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
2 Occupational Wage Orders (hereinafter “IWC Wage Orders”) and corresponding applicable
3 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY WAGES INCLUDING OVERTIME AND MINIMUM WAGES**

6 **(Against All Defendants)**

7 55. Plaintiff incorporates and re-alleges each and every allegation contained above as
8 though fully set forth herein.

9 56. At all times relevant, the IWC wage orders applicable to Plaintiff’s and the Class
10 require employers to pay its employees for each hour worked at least minimum wage. “Hours
11 worked” means the time during which an employee is subject to the control of an employer, and
12 includes all the time the employee is suffered or permitted to work, whether or not required to do
13 so, and in the case of an employee who is required to reside on the employment premises, that
14 time spent carrying out assigned duties shall be counted as hours worked.

15 57. At all relevant times, Labor Code §1197 provides that the minimum wage for
16 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
17 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
18 and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour
19 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
20 and Class Members’ employment by Defendants provided that employees working for more than
21 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
22 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
23 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
24 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

25 58. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
26 acting individually as an officer, agent, or employee of another person, who pays or causes to be
27 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
28 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated

1 damages payable to the employee, and any applicable penalties pursuant to Section 203.

2 59. Labor Code §510 codifies the right to overtime compensation at the rate of one and
3 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
4 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work in a particular work week.

7 60. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
8 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
9 et. seq. and the Labor Code.

10 61. At all times relevant, Plaintiff and Class Members consistently worked in excess of
11 eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately
12 calculate overtime pay to Plaintiff and Class Members.

13 62. At all times relevant, Plaintiff and Class Members consistently worked off-the-
14 clock, for pre-shift work activities and for unlawfully deducted 30-minute meal periods that were
15 not provided, resulting in an inaccurate payment of minimum and overtime wages to Plaintiff and
16 Class Members.

17 63. At all times relevant, Defendants have failed to accurately pay minimum and
18 overtime owed to Plaintiff and Class Members.

19 64. At all times relevant, Defendants implemented a rounding system, which over time
20 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

21 65. Accordingly, Defendants owe Plaintiff and Class Members minimum and overtime
22 wages, and have failed to pay Plaintiff and Class Members their wages owed.

23 66. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiff and Class Members are
24 entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and
25 attorneys' fees.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

3 **(Against All Defendants)**

4 67. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 68. Pursuant to Labor Code §512, no employer shall employ an employee for a work
7 period of more than five (5) hours without providing a meal break of not less than thirty (30)
8 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
9 an employee for a work period of more than ten (10) hours per day without providing the
10 employee with a second meal period of not less than thirty (30) minutes, except that if the total
11 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
12 consent of the employer and the employee only if the first meal period was not waived.

13 69. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
14 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
15 the work of the employee must prevent an employee from being relieved of all duties relating to
16 his or her work for the employer and the employees must consent in writing to the "on duty" meal
17 period. On information and belief, Plaintiff and Class Members did not consent in writing to an
18 "on duty" meal period. Further, the nature of the work of Plaintiff and Class Members was not
19 such that they were prevented from being relieved of all duties. Despite the requirements of the
20 IWC wage orders applicable to Plaintiff's and Class Members' employment by Defendants and
21 Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Class Members with all
22 their statutorily authorized meal periods.

23 70. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
24 provide Plaintiff and Class Members, timely and uninterrupted meal periods of not less than thirty
25 (30) minutes pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
26 employment by Defendants. As a proximate result of the aforementioned violations, Plaintiff and
27 the other Class Members have been damaged in an amount according to proof at time of trial.

28 71. By their failure to provide a compliant meal period for each shift worked over five

1 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
2 (10) hours per day by Plaintiff and the Class Members, and by failing to provide compensation in
3 lieu of such non-provided meal periods, as alleged above, Defendants violated the provisions of
4 Labor Code §§226.7 and 512 and applicable IWC Wage Orders.

5 72. Plaintiff and the Class Members he seeks to represent did not voluntarily or
6 willfully waive meal periods and were regularly required to work shifts without being provided all
7 of their legally required meal periods. Defendants created a working environment in which
8 Plaintiff and Class Members were not provided all of their meal periods due to shift scheduling
9 and/or work related demands placed upon them by Defendants as discussed above. On information
10 and belief, Defendants' implemented a policy and practice which resulted in systematic and class-
11 wide violations of the Labor Code. On information and belief, Defendants' violations have been
12 widespread throughout the liability period and will be evidenced by Defendants' time records for
13 the Class Members.

14 73. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
15 Class Members they seek to represent have been deprived of premium wages in amounts to be
16 determined at trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to
17 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
18 with interest and penalties thereon, attorneys' fees, and costs.

19 **THIRD CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

21 **(Against All Defendants)**

22 74. Plaintiff incorporates and re-alleges each and every allegation contained above as
23 though fully set forth herein.

24 75. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
25 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
26 periods, which insofar as practicable shall be in the middle of each work period.... [The]
27 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
28 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period

1 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
2 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
3 mandated by an applicable order of the IWC.

4 76. Defendants were required to authorize and permit employees such as Plaintiff and
5 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
6 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
7 Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Class Members’
8 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
9 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
10 fraction thereof.

11 77. On information and belief, Defendants created a working environment in which
12 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
13 and/or work related demands placed upon them by Defendants to meet the needs of Defendants’
14 business as discussed above. On information and belief, Defendants implemented a policy and
15 practice which resulted in systematic and class-wide violations of the Labor Code. On information
16 and belief, Defendants’ violations have been widespread throughout the liability period.

17 78. As a proximate result of the aforementioned violations, Plaintiff and Class
18 Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor
19 Code §226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for
20 each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus
21 interest and penalties thereon, attorneys' fees, and costs.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PAY TIMELY PAY WAGES**

24 **(Against All Defendants)**

25 79. Plaintiff incorporates and re-alleges each and every allegation contained above as
26 though fully set forth herein.

27 80. Labor Code §§201-202 requires an employer who discharges an employee to pay
28 compensation due and owing to said employee immediately upon discharge and that if an

1 employee voluntarily leaves his or her employment, his or her wages shall become due and
2 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
3 two (72) hours previous notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages on their last day of work.

5 81. Labor Code §203 provides that if an employer willfully fails to pay compensation
6 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting
7 time penalties in the form of continued compensation for up to thirty (30) work days.

8 82. During the relevant time period, Defendants willfully failed and refused, and
9 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
10 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
11 leaving Defendants' employ. These wages include regular and overtime.

12 83. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
13 Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount
14 according to proof at the time of trial.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

17 **(Against All Defendants)**

18 84. Plaintiff incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 85. Section 226(a) states that An employer, semi-monthly or at the time of each
21 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
22 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
23 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be
27 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
28 which the employee is paid, (7) the name of the employee and only the last four digits of his or her

1 social security number or an employee identification number other than a social security number,
2 (8) the name and address of the legal entity that is the employer.

3 86. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
4 statements all deductions from payment of wages and to accurately report total hours worked by
5 Plaintiff and the Class including applicable hourly rates among other things. Defendants have
6 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
7 statements that have been provided to Plaintiff and the Class.

8 87. IWC Wage Orders require Defendants to maintain time records showing, among
9 others, when the employee begins and ends each work period, meal periods, split shift intervals
10 and total daily hours worked in an itemized wage statement, and must show all deductions and
11 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and
12 the Class. On information and belief, Defendants have failed to record all or some of the items
13 delineated in Industrial Wage Orders and Labor Code §226.

14 88. Defendants have failed to accurately record all time worked.

15 89. Defendants have also failed to accurately record the meal and rest period premiums
16 owed and all wages owed per pay period.

17 90. Plaintiff and the Class have been injured as they were unable to determine whether
18 they had been paid correctly for all hours worked per pay period among other things.

19 91. Defendants also failed to accurately identify the correct employer name.

20 92. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a
21 maximum of \$4,000 each for record keeping violations.

22 93. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
23 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
25 for each violation in a subsequent citation, for which the employer fails to provide the employee a
26 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

27 ///

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

3 **(Against All Defendants)**

4 94. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 95. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
7 for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As
8 a necessary part of employment, Plaintiff and on information and belief Class Members, were not
9 adequately reimbursed by Defendants for expenses related to all expenses incurred as a result of
10 their personal cellphone usage and personal funds usage as described above, which was incurred
11 as a direct consequence of the discharge of duties by Plaintiff and Class Members. Despite these
12 realities of the job, Defendants failed to provide reimbursements.

13 96. Defendants did not reimburse Plaintiff and Class Members for use of personal
14 cellphones to carry out their work-related duties while under the direction and control of
15 Defendants. Plaintiff and Class Members were required to use their personal cell phones to
16 communicate with Defendants' management, while on and off the clock.

17 97. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
18 implied, made by any employee to waive the benefits of this article or any part thereof is null and
19 void, and this article shall not deprive any employee or his or her personal representative of any
20 right or remedy to which he is entitled under the laws of this State."

21 98. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
22 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
23 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
24 pursuant to Labor Code § 2802.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO PAY REPORTING TIME WAGES**

27 **(Against All Defendants)**

28 99. Plaintiffs incorporate by reference and re-alleges each and every allegation

1 contained above, as though fully set forth herein.

2 100. Labor Code section 1197 makes it unlawful to pay an employee less than the
3 minimum wage as established by the Industrial Welfare Commission.

4 101. Labor Code section 1198 provides that the maximum hours of work and the
5 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
6 standard conditions of labor by the commission shall be the maximum hours of work and the
7 standard conditions of labor for employees. The employment of any employee for longer hours
8 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

9 102. The applicable reporting time wages are fixed by the IWC in Wage Order 1.

10 103. In relevant part, Section 5 of the applicable wage order provides:

11 (A) Each workday an employee is required to report for work and does report,
12 but is not put to work or is furnished less than half said employee's usual or scheduled
13 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
14 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
15 rate of pay, which shall not be less than the minimum wage.

14 104. Defendants failed to pay reporting time wages. In particular, Plaintiff and the Class
15 Members were forced to report to work and were furnished with less than half the employee's
16 usual or scheduled day's work.

17 105. In fact, Plaintiff and Class Members reported to work at Defendant's direction, and
18 then were sent home – without the legal compensation. By failure to pay hourly wages for
19 reporting time, Defendants willfully violated Labor Code sections 1194, 1197, 1198, and IWC
20 Wage Orders 1.

21 **EIGHTH CAUSE OF ACTION**

22 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et. seq.**

23 **(Against All Defendants)**

24 106. Plaintiff incorporates and re-alleges each and every allegation contained above as
25 though fully set forth herein.

26 107. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
27 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
28 general public. Plaintiff seeks to enforce important rights affecting the public interest within the

1 meaning of the California Code of Civil Procedure §1021.5.

2 108. Defendants' policies, activities, and actions as alleged herein, are violations of
3 California law and constitute unlawful business acts and practices in violation of California
4 Business and Professions Code §§17200, et seq.

5 109. A violation of California Business and Professions Code §§17200, et seq., may be
6 predicated on the violation of any state or federal law. Defendants' policy of failing to accurately
7 pay overtime, failing to pay minimum wages, failing to reimburse expenses, failing to provide a
8 day's rest in seven, failing to provide accurate itemized wage statements and failing to provide
9 Plaintiff and the Class with meal periods and rest breaks or the one (1) hour of premium pay when
10 a meal or rest break period was not provided or provided outside of the required time frames,
11 violates Labor Code § 226, §512, § 226.7, § 1194, § 2802 and applicable IWC Wage Orders and
12 California Code of Regulations.

13 110. Plaintiff and Class Members have been personally aggrieved by Defendants'
14 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
15 property.

16 111. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiff
17 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
18 during a period that commences four (4) years prior to the filing of this complaint; an award of
19 attorneys' fees, interest; and an award of costs.

20 **NINTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT OF 2004 ("PAGA") AND OTHER**
22 **PROVISIONS OF THE CALIFORNIA LABOR CODE**
23 **(Against All Defendants)**

24 112. Plaintiffs reallege and incorporate by reference all previous paragraphs.

25 113. Based on the above allegations incorporated by reference, Defendants violated
26 California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 558, 1174,
27 1175, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2084, and the Applicable Wage
28 Orders (Cal. Code of Regs., tit. 8, §§ 11040, 11050). As a result of the acts alleged above,

1 Plaintiffs seek penalties under California Labor Code §§ 2698–2699.6 because of Defendants’
2 violation of the California Labor Code and applicable IWC Wage Orders.

3 114. Under California Labor Code §§ 2699(f)(2) and 2699.5, for each such violation,
4 Plaintiffs and the Aggrieved Employees are entitled to penalties in an amount to be shown at the
5 time of trial subject to the following formula:

6 a. \$100 for the initial violation per employee per pay period; and

7 b. \$200 for each subsequent violation per employee per pay period.

8 These penalties shall be allocated seventy-five percent (75%) to the Labor and Workforce
9 Development Agency (LWDA) and twenty-five percent (25%) to the affected employees. These
10 penalties may be stacked separately for each of Defendants violations of the California Labor
11 Code. *See e.g. Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx) 2012 U.S.Dist.
12 LEXIS 86975, at *59, fn. 77 (C.D.Cal. June 22, 2012) (holding that although the Plaintiffs did not
13 seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ *i.e.*, multiple PAGA
14 penalties can be assessed for the same pay period for different Labor Code violations.”); *See Lopez*
15 *v. Friant & Assocs., LLC*, No. A148849, 2017 Cal. App. LEXIS 839, at *1 (Ct. App. Sep. 26,
16 2017) (“hold[ing] a Plaintiffs seeking civil penalties under PAGA for a violation of Labor Code
17 section 226(a) does not have to satisfy the ‘injury’ and ‘knowing and intentional’ requirements of
18 section 226(e)(1) and acknowledging that a Plaintiff could recover separately under PAGA for
19 violations of Labor Code §§ 226(a) and 226(e)).

20 115. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff
21 and all aggrieved employees with accurate itemized wage statements in compliance with Labor
22 Code § 226(a). Plaintiff seeks separate PAGA penalties for Defendant’s violations of Labor Code
23 §§ 226(a) and 226(e).

24 116. For violations of Labor Code § 226(a), Plaintiff seeks the default penalty provided
25 by Labor Code § 226.3. Labor Code § 226.3 provides that “[a]ny employer who violates
26 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty
27 dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000)
28 per employee for each violation in a subsequent citation, for which the employer fails to provide

1 the employee a wage deduction statement or fails to keep the required in subdivision (a) of Section
2 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiffs and the Aggrieved
3 Employees are entitled to recover penalties for violations of Labor Code § 226.3 and seeks default
4 PAGA penalties for each of Defendants’ numerous violations of Labor Code § 226(e).

5 117. Further, Plaintiff, as Aggrieved Employees, need not demonstrate or prove that
6 Defendants’ conduct in refusing to provide accurate and itemized wage statements was knowing,
7 intentional, or willful.

8 118. Labor Code § 210 provides that “in addition to, and entirely independent and apart
9 from, any other penalty provided in this article, every person who fails to pay the wages of each
10 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
11 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
12 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
13 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the
14 faulty compensation policies and practices described in detail above, Plaintiffs and the other
15 Aggrieved Employees are entitled to recover penalties under Labor Code § 210 through PAGA.

16 119. Labor Code § 1174.5 provides for a civil penalty of \$500 for any person employing
17 labor who willfully fails to maintain accurate and complete records required by subdivision (d) of
18 section 1174.

19 120. Plaintiffs have complied with the procedures for bringing suit specified in
20 California Labor Code § 2699.3. and will have fully exhausted their administrative remedies under
21 PAGA prior to proceeding with the PAGA claim. On or about August 8, 2022, Plaintiff filed his
22 PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter
23 by certified mail to Defendant setting forth the facts and theories of the violations alleged against
24 Defendant, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted
25 the \$75.00 filing fee with the LWDA by regular mail. Pursuant to Labor Code § 2699.3(a)(2)(A),
26 no notice was and/or will have been received by Plaintiffs from the LWDA evidencing its
27 intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA
28 notice. Plaintiff is therefore entitled to commence and proceed with a civil action pursuant to

1 Labor Code § 2699.

2
3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiff be appointed as the representative of the Class;
8 3. That Plaintiff be appointed as the representative of the Subclass; and
9 4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

10 **On the First Cause of Action**

- 11 1. For compensatory damages equal to the unpaid balance of minimum wage
12 compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
13 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
14 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
15 interest thereon pursuant to Labor Code §§ 1194.2, 558;
16 4. For such other and further relief as the Court deems proper.

17 **On the Second Cause of Action**

- 18 1. For one (1) hour of premium pay for each day in which a required meal period was
19 not provided or not provided in a timely manner; and
20 2. For such other and further relief as the Court deems proper.

21 **On the Third Cause of Action**

- 22 1. For one (1) hour of premium pay for each day in which a required rest period was
23 not authorized or permitted; and
24 2. For such other and further relief as the Court deems proper.

25 **On the Fourth Cause of Action**

- 26 1. For statutory penalties pursuant to Labor Code §203;
27 2. For interest for wages untimely paid; and
28 3. For such other and further relief as the Court deems proper.

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2. For attorneys' fees and costs as provided by Labor Code sections 218.5, 226, and Code of Civil Procedure section 1021.5

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Plaintiff and members of the Class and Subclass request a jury trial in this matter.

JAMES HAWKINS APLC


JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On October 10, 2024, I served on the interested parties in this action the following document(s) entitled:

**FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE §382**

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Alma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See Attached Service List)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on October 10, 2024, at Irvine, California

Alma Chavarin
Alma Chavarin

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