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County of San Diego

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Clerk of the Superior Court
By F. Gonzalez ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANIKA GREENE, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

WAWANESA GENERAL INSURANCE
COMPANY, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. 25CU018079C

CLASS ACTION

Assigned for All Purposes To:
Hon. Marcella McLaughlin
Dept.: C-72

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

1 Plaintiff ANIKA GREENE, (“Plaintiff”) on behalf of herself and all others similarly situated
2 (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of them,
3 as follows:

4 INTRODUCTION

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

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

23 3. Defendants required Plaintiff and the Employees in the Class to perform work while
24 remaining under Defendants’ control before and after being on the clock for their daily work shift.
25 Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
26 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal
27 and rest periods as required by the Labor Code. Defendants also failed to pay all wages due and
28 owing for on-call time. Defendants thus failed to pay Plaintiff and the Class members for all hours

1 worked, and provided them with inaccurate wage statements that prevented Plaintiff and the Class
2 from learning of these unlawful pay practices.

3 THE PARTIES

4 A. The Plaintiff

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

8 B. The Defendants

9 5. Defendant WAWANESA GENERAL INSURANCE CO (“Wawanesa”) is a
10 California limited liability company with its principle executive offices in Victorville, California,
11 and has been listed as the employer on the wage statements issued during the relevant time period.
12 Wawanesa lists a California address in San Diego, California with the California Secretary of State,
13 and employs Plaintiff and the Class members in San Diego County, including at Defendants’ offices
14 and facilities in Victorville, California, and throughout California and conducts business throughout
15 California.

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

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

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

4 **JURISDICTION AND VENUE**

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

13 **FACTUAL BACKGROUND**

14 9. The Employees who comprise the Class and Collective, including Plaintiff, is a
15 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
18 or were not paid at the appropriate minimum, regular and overtime rates. Several times a week
19 Employees received work-related calls from their supervisors while Employees were already off the
20 clock. Furthermore, the uncompensated time included the time Employees worked off-the-clock
21 during meal periods as a result of Defendants' high demand. Moreover, Employees were required
22 to carry cell phones during work and respond to request during meal breaks. Plaintiff also contends
23 that Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
24 provide rest breaks, and failed to furnish accurate wage statements, all in violation of various
25 provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid
26 Plaintiff and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
28 all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
2 the overtime wage rate. Therefore, during times when Plaintiff and Employees worked overtime and
3 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
4 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

5 10. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
6 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
7 accurate wage statements, all in violation of various provisions of the California Labor Code and
8 applicable Wage Order provisions.

9 11. During the course of Plaintiff and the Class members' employment with
10 Defendants, they were not paid all wages they were owed, including for all work performed and
11 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
12 keep labor budgets low.

13 12. As a matter of uniform Company policy, Plaintiff and the Class members were
14 required to work during their meal and rest breaks which were not compensated by Defendants in
15 violation of the California Labor Code. Plaintiff and the Class members were also not paid regular
16 wages and overtime for the time they were required to comply with other requirements imposed
17 upon them, which they had to complete while working through their meal and rest breaks and
18 without compensation. As a result Plaintiff and the Class members worked shifts over eight (8)
19 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
20 overtime rate for all such hours, including by being required to perform work duties and tasks
21 without pay and while off-the-clock which caused overtime to begin accruing before it did in
22 Defendants' timekeeping and payroll systems. As a result, Plaintiff and the Class members worked
23 substantial overtime hours during their employment with Defendants for which they were not
24 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

25 13. As a result of the above described daily work demands and pressures to work through
26 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
27 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
28 including when working more than eight (8) hours in any given day and/or more than forty (40)

1 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
2 Class members incurred overtime hours worked for which they were not adequately and completely
3 compensated, in addition to the hours they were required to work off the clock. To the extent
4 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
5 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
6 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
7 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

8 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
9 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
10 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

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

17 16. Additionally, from at least four (4) years prior to the filing of this lawsuit and
18 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
19 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
20 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
21 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
22 wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed
23 to provide or deficiently provided.

24 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
25 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
26 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
27 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
28 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for

1 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
2 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
4 required.

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

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

20 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
21 continuing to the present, Defendants have consistently failed to provide Employees with timely,
22 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
23 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
24 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period
25 and the corresponding number of hours worked at each such rate in violation of Labor Code § 226
26 (a)(9). Furthermore, Defendants failed in their affirmative obligation to keep accurate records of
27 the correct overtime wages based on proper regular rate calculations that included shift differentials,
28 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total

1 amount of compensation of their Employees. Moreover, the wage statements given to Employees
2 by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
3 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
4 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
5 and required Employees to engage in discovery and refer to outside sources to verify whether their
6 pay was correct and potentially resulting in a miscalculation by the Employees.

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

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

13 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
15 performance of their job duties for Defendants including, but not limited to cell phone and internet
16 usage which were necessary to perform their duties under Defendants' employ which was used
17 throughout the course of Employees' duties under Defendants' employ in violation of Labor Code
18 § 2802.

19 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
20 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
21 and receive all of their payroll records, timecards, and personnel records.

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

26 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
27 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq*,
28 510, 512, 558, 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1198.5 1199, 1670.5,

1 2802, 2698, and 2699, *et seq.* and applicable provisions of the IWC Wage Orders.

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

5 **CLASS ALLEGATIONS**

6 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
7 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
8 “All individuals employed by Defendants, at any time within four (4) years of the filing of this
9 lawsuit, as non-exempt, hourly employees within the State of California.

10 29. Further, plaintiff seeks to represent the following Subclasses composed of and
11 defined as follows:

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

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

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

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

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

26 f. Subclass 6. Sick Pay Subclass. All Class members who were subject to Defendants’
27 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal
28 periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

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

i. Subclass 9. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

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

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

A. Numerosity

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

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

B. Commonality

34. There are questions of law and fact common to the class that predominate over any

1 questions affecting only individual class members. These common questions of law and fact include:

- 2 a. Whether Defendants failed to pay Employees minimum wages;
- 3 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 4 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
- 5 § 510;
- 6 d. Whether Defendants failed to pay Employees vacation wages as required under
- 7 Labor Code § 227.3;
- 8 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
- 9 § 245;
- 10 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
- 11 Wage Orders, by failing to provide Employees with requisite meal periods or
- 12 premium pay in lieu thereof;
- 13 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
- 14 Orders, by failing to provide Employees with requisite rest breaks or premium pay
- 15 in lieu thereof;
- 16 h. Whether Defendants violated Labor Code §§ 226 and 1198.5
- 17 i. Whether Defendants failed to keep accurate time and wage records;
- 18 j. Whether Defendants failed to reimburse Employees for necessary business expenses;
- 19 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
- 20 wages and compensation due and owing at the time of termination of employment;
- 21 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;
- 22 m. Whether Employees are entitled to equitable relief pursuant to Business and
- 23 Professions Code § 17200 *et seq.*
- 24 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*

25 **C. Typicality**

26 35. The claims of the named plaintiff are typical of those of the other Employees.
27 Employees all sustained injuries and damages arising out of and caused by Defendant's common
28 course of conducts in violation of statutes, as well as regulations that have the force and effect of

1 law, as alleged herein.

2 **D. Adequacy of Representation**

3 36. Plaintiff will fairly and adequately represent and protect the interest of Employees.
4 Counsel who represents Employees are experienced and competent in litigating employment class
5 actions.

6 **E. Superiority of Class Action**

7 37. A class action is superior to other available means for the fair and efficient
8 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
9 questions of law and fact common to all Employees predominate over any questions affecting only
10 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
11 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES**

17 **(Against All Defendants)**

18 39. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
19 full herein.

20 40. Defendants failed to pay Employees minimum wages for all hours worked.
21 Defendants had a consistent policy of misstating Employees time records and failing to pay
22 Employees for all hours worked. Employees would work hours and not receive wages, including
23 as alleged above in connection with working during meal periods and time off the clock Employees
24 without compensation. Specifically, several times a week Employees received work-related calls
25 from their supervisors while Employees were already off the clock. Moreover, Defendants did not
26 pay Plaintiff and Employees at the applicable minimum wage for all hours worked. Defendants'
27 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
28 the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate

1 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

2 41. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states:
3 The minimum wage for employees fixed by the commission is the
4 minimum wage to be paid to employees, and the payment of a less
5 wage than the minimum so fixed is unlawful.

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

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

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

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

19 California Labor Code § 1194.2 also provides for the following remedies:
20 In any action under Section 1194 . . . to recover wages because of
21 the payment of a wage less than the minimum wages fixed by an
22 order of the commission, an employee shall be entitled to recover
23 liquidated damages in an amount equal to the wages unlawfully
24 unpaid and interest thereon.

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

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

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1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

6 48. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Employees regularly worked over 8 hours
13 on a given day without receiving overtime compensation.

14 49. Furthermore, on information and belief, Defendants did not pay Plaintiff and
15 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
16 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
17 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
18 belief, Defendants failed to incorporate all remunerations, including shift differentials,
19 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
20 of the regular rate of pay for purposes of calculating the overtime wage rate.

21 50. Therefore, during times when Plaintiff and Employees worked overtime and
22 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
23 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

1 reasonable attorneys' fees and costs.

2 53. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
3 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
4 overtime and double-time wages which were systemically denied.

5 54. Defendants' failure to pay compensation in a timely fashion also constituted a
6 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
7 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
8 provision of the California Labor Code, Defendants have failed to pay all wages and overtime
9 compensation earned by Employees. Each such failure to make a timely payment of compensation
10 to Employees constitutes a separate violation of California Labor Code § 204.

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

13 56. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
14 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
15 full amount of all their unpaid wages and overtime compensation, with interest, plus their
16 reasonable attorneys' fees and costs.

17 **THIRD CAUSE OF ACTION**

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

19 **(Against All Defendants)**

20 57. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
21 full herein.

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

27 59. Defendants failed to provide Employees with meal periods as required under the
28 Labor Code. Employees were consistently required to work through their meal periods which they

1 were consistently denied. Employees were also required to take meal periods after working well
2 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
3 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
4 period as required by law. Moreover, Employees were often required to clock out for meal breaks,
5 but would continue working and the direction of their supervisors. Moreover, Defendants' policy of
6 requiring the Employees to keep their cell phones on throughout their meal breaks and to respond
7 to any emergencies or other situations that needed to be addressed prevented Employees from taking
8 their breaks. Moreover, Defendants' policy of requiring the Employees to keep their cell phones on
9 throughout their meal breaks and to respond to any emergencies or other situations that needed to
10 be addressed prevented Employees from taking their breaks. Additionally, as detailed above, when
11 Defendants did pay meal period premiums, they did so at the normal regular rate of pay without
12 factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the
13 regular rate.

14 60. Moreover, Defendants failed to compensate Employees for each meal period not
15 provided or inadequately provided, as required under Labor Code § 226.7.

16 61. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
17 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
18 not provided or deficiently provided, a sum to be proven at trial.

19 **FOURTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

22 62. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

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

27 64. Defendants failed to provide Employees with timely rest breaks of not less than ten
28 (10) minutes for each consecutive four (4) hour shift. Moreover, Defendants' policy of requiring the

1 Employees to keep their cell phones on throughout their rest breaks and to respond to any
2 emergencies or other situations that needed to be addressed prevented Employees from taking their
3 breaks.

4 65. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
5 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
6 relinquish any control over how employees spend their time.” Defendants did not allow Employees
7 to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered
8 [employees] by time and policy to a particular location” and therefore fails to relieve employees of
9 all work duties and employer control during rest periods. *Augustus*, 2 Cal.5th at 269.

10 66. Moreover, Defendants did not compensate Employees with an additional hour of pay
11 at each Employee’s effective hourly rate for each day that Defendants failed to provide them with
12 adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above, when
13 Defendants did pay rest period premiums, they did so at the normal regular rate of pay without
14 factoring in all forms of remuneration/compensation or by otherwise incorrectly calculating the
15 regular rate.

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

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO PAY VACATION WAGES**

21 **(Against All Defendants)**

22 68. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
23 full herein.

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

28 70. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,

1 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
2 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
3 Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §
4 227.3.

5 **SIXTH CAUSE OF ACTION**

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

7 **(Against All Defendants)**

8 71. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
9 full herein.

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

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

20 74. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
21 § 245 *et seq.* and §§ 245 *et seq.* and 246.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

24 **IN VIOLATION OF LABOR CODE § 2802**

25 **(Against All Defendants)**

26 75. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
27 full herein.

28 76. Under Labor Code § 2802(a) an employer must indemnify its employees for all

1 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
2 of his or her duties, or of his or her obedience to the directions of the employer.

3 77. Employees incurred necessary expenditures in the performance of their job duties for
4 Defendants, cell phone and internet usage which were necessary to perform their duties under
5 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
6 to the present, Defendants consistently failed to reimburse Employees for these necessarily incurred
7 business expenses.

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

11 **EIGHTH CAUSE OF ACTION**
12 **VIOLATION OF LABOR CODE § 226(a)**
13 **(Against All Defendants)**

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

16 80. California Labor Code § 226(a) requires an employer to furnish each of his or her
17 employees with an accurate, itemized statement in writing showing the gross and net earnings, total
18 hours worked, and the corresponding number of hours worked at each hourly rate; these statements
19 must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay
20 the employee's wages; or, if wages are paid by cash or personal check, these statements may be
21 given to the employee separately from the payment of wages; in either case the employer must give
22 the employee these statements twice a month or each time wages are paid.

23 81. Defendants failed to provide Employees with accurate itemized wage statements in
24 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
25 Defendants, failed to include the above requirements enumerated above. Employees' wage
26 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed
27 to accurately set forth all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).

1 The wage statements provided to Employees were confusing and required Employees to engage in
2 discovery and refer to outside sources to verify whether their pay was correct and potentially
3 resulting in a miscalculation by the Employees. Furthermore, Defendants failed in their affirmative
4 obligation to keep accurate records of the correct overtime wages based on proper regular rate
5 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
7 Additionally, the wage statements given to Employees by Defendants failed to accurately account
8 for wages, overtime, and premium pay for deficient meal and rest periods, all of which Defendants
9 knew or reasonably should have known were owed to Employees, as alleged hereinabove.

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

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

20 84. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
21 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
22 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
23 pay period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

2 **ELEVENTH CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

4 **(Against All Defendants)**

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

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

10 103. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty
12 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
13 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq*, 510, 512, 558, 558.1,
14 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1198.5 1199, 1670.5, 2802, 2698, and 2699,
15 *et seq*.

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

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

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

27 (b) If upon inspection or investigation the Labor Commissioner
28 determines that a person had paid or caused to be paid a wage for
overtime work in violation of any provision of this chapter, or any

1 provision regulating hours and days of work of the Industrial
2 Welfare Commission, the Labor Commissioner may issue a citation.
3 The procedures for issuing, contesting, and enforcing judgments for
4 citations of civil penalties issued by the Labor Commissioner for
5 violation of this chapter shall be the same as those set out in Section
6 1197.1.

- 7 (c) The civil penalties provided for in this section are in addition to any
8 other civil or criminal penalty provided by the law.

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

15 107. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
16 LWDA and Defendants postmarked on April 8, 2025. The LWDA has not provided notice of its
17 intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

18 **RELIEF REQUESTED**

19 WHEREFORE, Plaintiff prays for the following relief:

- 20 1. For an order certifying this action as a class action;
- 21 2. For compensatory damages in the amount of the unpaid minimum wages for work
22 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
23 the filing of this action, as may be proven;
- 24 3. For liquidated damages in the amount equal to the unpaid minimum wage and
25 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 26 4. For compensatory damages in the amount of all unpaid wages, including overtime
27 and double-time pay, as may be proven;
- 28 5. For compensatory damages in the amount of the hourly wage made by Employees
for each missed or deficient meal period where no premium pay was paid therefor from four (4)
years prior to the filing of this action, as may be proven;

1 6. For compensatory damages in the amount of the hourly wage made by Employees
2 for each day requisite rest breaks were not provided or were deficiently provided where no
3 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
4 be proven;

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

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

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

9 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven

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

11 12. For restitution for unfair competition pursuant to Business & Professions Code
12 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

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

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

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

20 16. For all general, special, and incidental damages as may be proven;

21 17. For an award of pre-judgment and post-judgment interest;

22 18. For an award providing for the payment of the costs of this suit;

23 19. For an award of attorneys' fees; and

24 20. For such other and further relief as this Court may deem proper and just.

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1 DATED: June 12, 2025

D.LAW, INC.

2
3 By 

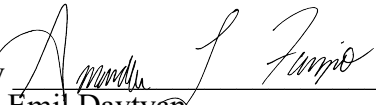
4 Emil Davtyan
5 David Yeremian
6 Roman Shkodnik
7 Amanda Fazio
8 Attorneys for Plaintiff
9 ANIKA GREENE
10 and the putative class
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DEMAND FOR JURY TRIAL

Plaintiff hereby demand trial of her claims by jury to the extent authorized by law.

DATED: June 12, 2025

D.LAW, INC.

By 
Emil Davtyan
David Yeremian
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
Anika Greene and the putative class

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

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[X] (BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

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


Kathryn Perez