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County of Yolo,  
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF YOLO**

JATHAN BLAKES, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

PGP INTERNATIONAL, INC., a Delaware  
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CV2022-1554

**FIRST AMENDED CLASS AND PAGA  
ACTION COMPLAINT FOR:**

- (1) FAILURE TO PAY MINIMUM  
WAGES
- (2) FAILURE TO PAY ALL OVERTIME  
WAGES;
- (3) FAILURE TO PAY ALL SICK TIME  
WAGES;
- (4) FAILURE TO PAY ALL VACATION  
WAGES;
- (5) MEAL PERIOD VIOLATIONS;
- (6) REST PERIOD VIOLATIONS;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) UNFAIR COMPETITION; and
- (10) PAGA PENALTIES

**DEMAND FOR JURY TRIAL**

1 Plaintiff Jathan Blakes (“Plaintiff”) on behalf of himself, and all other similarly situated non-  
2 exempt employees, alleges and complains of defendant PGP International, Inc., and DOES 1 to 50  
3 (collectively, “Defendants”) and each of them, as follows:

#### 4 **INTRODUCTION**

5 1. Defendant PGP International, Inc. is a leader in the development of specialty crisp and  
6 rice flour ingredients with a manufacturing facility located in Woodland, California. Plaintiff brings  
7 this class action against Defendants for alleged violations of the California Labor Code and Business  
8 and Professions Code.

9 2. As set forth below, Plaintiff alleges that Defendants had a uniform payroll  
10 practice/policy that unfairly rounded Plaintiff’s and other similarly situated non-exempt employees’  
11 time entries and which over time resulted in a failure to pay for all hours worked and failed to include  
12 all forms of compensation when calculating the “regular rate of pay” used for payment of overtime  
13 wages. Similarly, Plaintiff alleges that Defendants uniformly failed to pay all sick time at “regular  
14 rate of pay,” and that Defendants failed to pay all vested and unused vacation time at the correct final  
15 rate.

16 3. Moreover, Plaintiff alleges that Defendants’ meal and rest period policies and practices  
17 did not provide him and all other similarly situated employees with all compliant/timely meal and  
18 rest periods, or premium wages at the “regular rate of pay” in lieu thereof. As a result of the foregoing,  
19 Plaintiff alleges that Defendants failed to provide non-exempt employees with accurate written  
20 itemized wage statements and failed to timely pay all final wages upon separation of employment.

21 4. Based on these alleged Labor Code violations, Plaintiff now brings this class and  
22 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief  
23 on behalf of herself and all others similarly situated.

#### 24 **JURISDICTION AND VENUE**

25 5. Plaintiff, on behalf of himself and all others similarly situated employees hereby brings  
26 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-  
27 203, 204, 210, 221, 226, 226(a), 226(b), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1182.12,  
28 1194, 1197.1, 1198, 1199, 2802-2804, 2698 *et seq.*, and applicable Industrial Welfare Commission

1 Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution pursuant to  
2 California Business and Professions Code § 17200, *et. seq.*

3 6. This class action is brought pursuant to California Code of Civil Procedure § 382.

4 7. This Court has jurisdiction over Defendants’ violations of the California Labor Code  
5 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional  
6 minimum.

7 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure  
8 §§ 395(a) and 395.5, Defendants own and/or operate a facility in Woodland, California within the  
9 County of Yolo, and/or otherwise are found within the County of Yolo and Defendants are within the  
10 jurisdiction of this Court for purposes of service of process.

11 **PARTIES**

12 9. At all relevant times herein, Plaintiff, who is over the age of 18, was and currently is a  
13 California resident residing in the State of California.

14 10. Plaintiff is informed and believes and thereon alleges that defendant PGP International,  
15 Inc. is a corporation authorized to and doing business in California and is and/or was the legal  
16 employer of Plaintiff and the Class Members during the applicable statutory periods. Plaintiff was,  
17 and is, a victim of Defendants’ policies and/or practices complained of herein and has been deprived  
18 of the rights guaranteed to her by California Labor Code §§ 201-203, 204, 210, 221, 226, 226(a),  
19 226(b), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1194.2, 1197.1, 1198, 1199, 2802-  
20 2804, 2698 *et seq.*, and the California Business and Professions Code § 17200 *et seq.*, and applicable  
21 Wage Orders.

22 11. Plaintiff is informed and believes, and based thereon alleges, that during the four years  
23 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to  
24 do) business in the State of California, County of Yolo.

25 12. Plaintiff does not know the true names or capacities, whether individual, partner, or  
26 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
27 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
28 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and

1 believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or  
2 corporate, were responsible in some manner for the acts and omissions alleged herein, and  
3 proximately caused Plaintiff and the Classes to be subject to the unlawful employment practices  
4 alleged herein.

5 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned  
6 herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all  
7 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter  
8 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of  
9 them, were the agents, servants, and employees of each and every one of the other Defendants, as  
10 well as the agents of all Defendants, and at all times herein mentioned were acting within the course  
11 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,  
12 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

13 14. At all times mentioned herein, Defendants, and each of them, were members of and  
14 engaged in a joint venture, partnership, and common enterprise, and acting within the course and  
15 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff  
16 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the  
17 Classes.

#### 18 **COMMON FACTUAL ALLEGATIONS**

19 15. Defendants are a leader in the development of specialty crisp and rice flour ingredients  
20 with a manufacturing facility located in Woodland, California. Plaintiff worked for Defendants as a  
21 Forklift and Mill Operator from in or around September 2018 until his separation of employment on  
22 June 16, 2022.

23 16. Plaintiff and other non-exempt employees were responsible for all aspects of  
24 Defendants' business operations in California.

25 17. First, at all relevant times, Defendants has had a consistent policy of rounding Plaintiff  
26 and other non-exempt employees' time entries to the nearest quarter hour. As a result of this practice,  
27 Plaintiff and other non-exempt employees are not compensated for all the hours that they work and  
28 all of the overtime hours they work, in violation of Cal. Labor Code §§ 204, 210, 510, 1194, 1197.1,

1 1199, and applicable Wage Orders.

2 18. The Court in *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907,  
3 held that rounding time policies can be lawful, "if the rounding policy is fair and neutral on its face  
4 and 'it is used in such a manner that it will not result, over a period of time, in failure to compensate  
5 the employees properly for all the time they have actually worked,' (29 C.F.R. § 785.48; see DLSE  
6 Manual, supra, §§ 47.1, 47.2.)."

7 19. Here, Defendants' rounding time policy is not neutral on its face as Plaintiff and other  
8 non-exempt employees are subject to discipline, including termination for being tardy in reporting to  
9 work, or returning from a meal period. Moreover, because Defendants can track the time worked by  
10 non-exempt employees to the minute, the policy itself exists not for the convenience or benefit of the  
11 employees who are trying to report their time on timecards or otherwise, but for Defendants' benefit.  
12 As a result, the policy is not neutral on its face, and over a period, Plaintiff and other non-exempt  
13 employees were not properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210,  
14 510, 1194, 1197.1, 1199, and applicable Wage Orders.

15 20. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed  
16 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of  
17 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,  
18 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee  
19 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred  
20 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is  
21 underpaid regardless of whether the initial violation is intentionally committed. As set forth above,  
22 Defendants failed to compensate Plaintiff and other non-exempt employees for all hours worked.  
23 Accordingly, through PAGA and to the extent permitted by law Plaintiff and other non-exempt  
24 employees are entitled to recover liquidated damages for violations of Labor Code § 1197.1.

25 21. First, during the relevant time period, Plaintiff and other non-exempt employees were  
26 not properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per  
27 workday and/or forty (40) hours per workweek. Although Plaintiff and other non-exempt employees  
28 regularly worked overtime hours, they were not always compensated at one and one-half times their

1 “regular rate of pay” because Defendants regularly failed to include all forms of compensation,  
2 including, but not limited to, shift differentials, non-discretionary bonuses, incentive pay, and other  
3 forms of remuneration when calculating the “regular rate of pay” used for payment of overtime  
4 wages.

5 22. Under the California Labor Code (as well as the FLSA), courts have consistently held  
6 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in  
7 determining an employee’s “regular rate of pay” for purposes of calculating overtime. (*See Haber v.*  
8 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency  
9 bonuses must be included in calculating the “regular rate”]; *Wang v. Chinese Daily News, Inc.* 435 F.  
10 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under  
11 California and federal law on the grounds, that Defendant improperly calculated overtime by  
12 excluding annual bonuses paid to employees from the “regular rate of compensation”].)

13 23. By their policy of requiring Plaintiff and the other non-exempt employees to work in  
14 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating  
15 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated  
16 the provisions of Labor Code § 510 and the applicable Wage Orders.

17 24. Accordingly, and to the extent permitted by law, Plaintiff and other non-exempt  
18 employees are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204,  
19 210, 510, and 1197.1.

20 25. Next, at all relevant times, Defendants failed in their obligation to pay Plaintiff and  
21 other non-exempt employees the legally required paid sick days at the legal “regular rate of pay”  
22 pursuant to Labor Code §§ 246(a), (b).

23 26. Pursuant to Labor Code § § 246(a),(b), “[a]n employee who, on or after July 1, 2015,  
24 works in California for the same employer for 30 or more days within a year from the commencement  
25 of employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours  
26 worked, beginning at the commencement of employment.”

27 27. Furthermore, Labor Code § 246(l)(1) provides that paid sick time for non-exempt  
28 employees must be “calculated in the same manner as the regular rate of pay for the workweek in

1 which the employee uses paid sick time, whether or not the employee actually works overtime in that  
2 workweek.”

3 28. Additionally, Labor Code § 246(1)(2) states that the paid sick time must be “calculated  
4 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total  
5 hours worked in the full pay periods of the prior 90 days of employment.”

6 29. Finally, Labor Code §246(i) requires employers to “provide an employee with written  
7 notice that sets forth the amount of paid sick leave available, or paid time off leave an employer  
8 provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in  
9 Section 226 or in a separate writing provided on the designated pay date with the employee’s payment  
10 of wages.”

11 30. At all relevant times, Defendants failed in the obligation to pay Plaintiff and other non-  
12 exempt employees the legally required paid sick days at the “regular rate of pay” pursuant to Labor  
13 Code §§ 246(a), (b). Instead, Defendants paid sick time at the base rate of pay, rather than the “regular  
14 rate of pay” as required by Labor Code §§ 246(1)(1-2).

15 31. Moreover, Labor Code section 227.3 provides that whenever a contract of employment  
16 or employer policy provides for paid vacations, and an employee is separated without having used  
17 his or her vested vacation time, all vested vacation shall be paid as wages at their final rate in  
18 accordance with such contract of employment or employer policy respecting eligibility or time.

19 32. At all relevant times, Defendants maintained such a paid vacation policy, yet  
20 Defendants repeatedly failed to pay all vested and unused vacation time to Plaintiff and the non-  
21 exempt employees at their respective final rates of pay at their time of separation.

22 33. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied  
23 compliant and timely 30-minute off-duty meal periods as mandated by California law. Specifically,  
24 due to Defendants’ uniform meal period policies/practices and operating requirements, Plaintiff and  
25 other non-exempt employees were often unable to take timely and uninterrupted 30-minute first meal  
26 periods before the end of the fifth hour of work. Further, when Plaintiff and other non-exempt  
27 employees worked in excess of 10.0 hours in a shift, they were not always allowed and permitted to  
28 take a mandated second meal period before the end of the tenth hour of work in violation of the Labor

1 Code and applicable Wage Orders. Additionally, for each missed or non-compliant meal period,  
2 Defendants failed to maintain a mechanism by which Plaintiff and other non-exempt employees were  
3 paid meal period premiums at the “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel,*  
4 *LLC* (2021) 11 5th 858 and Labor Code § 226.7.

5 34. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were not  
6 provided with all 10-minute rest periods for every four hours worked, or major fraction thereof due  
7 to Defendants’ uniform rest period policies/practices and scheduling practices. As a result, Plaintiff  
8 and other non-exempt employees were and are often unable to take a net 10-minute duty free rest  
9 periods for every major fraction of four hours worked. This includes a second rest period for shifts in  
10 excess of six hours, and a third rest period for shifts in excess of 10 hours in a workday.

11 35. By not relieving all non-exempt employees of all duties during rest periods, PGP failed  
12 to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.  
13 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all duties  
14 and relinquish control over how employees spend their time.”]. In *Augustus*, the California Supreme  
15 Court expressly rejected the employers’ assertion that it could provide an on-duty rest period to  
16 employees who worked as security guards and further explained “that employers [must] relinquish  
17 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*  
18 at 273.

19 36. Additionally, for each missed or non-compliant rest period, Defendants failed to  
20 maintain a mechanism by which Plaintiff and other non-exempt employees were paid rest period  
21 premiums at the “regular rate of pay” pursuant to Labor Code § 226.7.

22 37. As a result of Defendants’ failure to pay Plaintiff and other non-exempt employees for  
23 all overtime wages, sick pay, vacation wages, and premium wages for missed meal and rest periods,  
24 Defendants issued wage statements which often failed to accurately identify the gross wages earned,  
25 the total hours worked, the net wages earned, and the correct corresponding number of hours worked  
26 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

27 38. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of  
28 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per

1 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for  
2 each violation in a subsequent citation, for which the employer fails to provide the employee a wage  
3 deduction statement or fails to keep the required in subdivision (a) of Section 226.” Consequently,  
4 because Defendants failed to comply with Labor Code § 226(a), Plaintiff and other non-exempt  
5 employees would be entitled to recover penalties under Labor Code §§ 226(e).

6 39. Finally, because of Defendants’ failure to pay all overtime wages, sick pay, vacation  
7 wages, and premium wages for missed meal and rest periods, Defendants also often failed and  
8 continue to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of  
9 separation from employment in violation of Labor Code §§ 201-203.

#### 10 **CLASS ACTION ALLEGATIONS**

11 40. Plaintiff brings this action on behalf of herself and the following Classes pursuant to §  
12 382 of the Code of Civil Procedure:

13 All non-exempt employees who work or worked for Defendants in  
14 California, during the four years immediately preceding the filing of the  
Complaint through the date of trial. (“Class”);

15 All non-exempt employees who worked for Defendants in California and  
16 who worked overtime hours during at least one shift, during the four years  
17 immediately preceding the filing of the Complaint through the date of trial.  
18 (“Overtime Subclass”);

19 All non-exempt employees who work or worked for Defendants in  
20 California during one year immediately preceding the filing of the  
Complaint through the date of trial. (“Wage Statement Subclass”)

21 All non-exempt employees who work or worked for Defendants in  
22 California, and who left their employ during the three years immediately  
23 preceding the filing of the Complaint through the date of trial. (“Waiting  
24 Time Penalty Subclass”)  
(collectively “the Classes”)

25 41. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
26 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
27 unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one  
28 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of

Defendants' employment and payroll records.

**42. Common Questions of Law and Fact Predominate/Well Defined Community of**

**Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendants' pay policies/practices resulted in a failure to pay all overtime wages at the "regular rate of pay" because Defendants failed to include all forms of compensation, including, but not limited to, shift differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration;

2. Whether Defendants' payroll policies/practices resulted in a failure to pay all sick pay at the "regular rate of pay";

3. Whether Defendants paid all vested and unused vacation time at the correct final rate to members of the Class;

4. Whether Defendants provided legally compliant meal and rest periods or proper compensation in lieu thereof to members of the Class;

5. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and

6. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful.

**43. Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' failure to pay all overtime wages and sick pay at the "regular rate" including all forms of compensation, Defendants' failure to pay all vested and unused vacation time at the correct final rate, Defendants' practice of failing to provide all compliant meal and rest periods or adequate compensation at the "regular rate of pay" in lieu thereof, Defendants' resulting failure to provide accurate itemized wage statements and to pay for all wages due upon separation of employment. As such, the common questions

1 predominate over individual questions concerning each individual class member's showing as to his  
2 or her eligibility for recovery or as to the amount of his or her damages.

3       44.   **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)  
5 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,  
6 Plaintiff, like the members of the Classes was deprived of overtime wages and sick pay at the "regular  
7 rate," deprived of vested and unused vacation pay at the correct final rate, was subject to Defendants'  
8 meal and rest period policies/practices, was not provided accurate itemized wage statements, and was  
9 not paid all wages owed upon separation of employment.

10       45.   **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to  
11 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's  
12 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.  
13 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions  
14 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the  
15 members of the Classes.

16       46.   **Superiority:** The California Labor Code is broadly remedial in nature and serves an  
17 important public interest in establishing minimum working conditions and standards in California.  
18 These laws and labor standards protect the average working employee from exploitation by  
19 employers who have the responsibility to follow the laws and who may seek to take advantage of  
20 superior economic and bargaining power in setting onerous terms and conditions of employment. The  
21 nature of this action and the format of laws available to Plaintiff and members of the Classes make  
22 the class action format a particularly efficient and appropriate procedure to redress the violations  
23 alleged herein. If each employee were required to file an individual lawsuit, Defendants would  
24 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the  
25 limited resources of each individual plaintiff with their vastly superior financial and legal resources.

26       47.   Moreover, requiring each member of the Classes to pursue an individual remedy would  
27 also discourage the assertion of lawful claims by employees who would be disinclined to file an action  
28 against their former and/or current employer for real and justifiable fear of retaliation and permanent

1 damages to their careers at subsequent employment. Further, the prosecution of separate actions by  
2 the individual class members, even if possible, would create a substantial risk of inconsistent or  
3 varying verdicts or adjudications with respect to the individual class members against Defendants  
4 herein; and which would establish potentially incompatible standards of conduct for Defendants;  
5 and/or legal determinations with respect to individual class members which would, as a practical  
6 matter, be dispositive of the interest of the other class members not parties to adjudications or which  
7 would substantially impair or impede the ability of the class members to protect their interests.  
8 Further, the claims of the individual members of the class are not sufficiently large to warrant  
9 vigorous individual prosecution considering all of the concomitant costs and expenses attending  
10 thereto. As such, the Classes identified in Paragraph 33 are maintainable as Classes under § 382 of  
11 the Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

15 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 49. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and  
17 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts  
18 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been  
19 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance  
20 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to  
21 the unpaid wages and interest accrued thereon.

22 50. At all relevant times herein, Defendants failed to conform their pay practices to the  
23 requirements of the law. This unlawful conduct includes but is not limited to Defendants' rounding  
24 non-exempt employees time entries, which resulted in these individuals not being paid for all hours  
25 actually worked.

26 51. Accordingly, Plaintiff and members of the Classes were not compensated for all  
27 hours worked including, but not limited to, all hours they were subject to the control of Defendants  
28 and/or suffered or permitted to work under the California Labor Code and applicable Wage Orders.

1  
2           52.       Labor Code § 1198 makes unlawful the employment of an employee under  
3 conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an  
4 employer who has failed to pay its employees the legal minimum wage is liable to pay those  
5 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal  
6 to the wages due and interest thereon.

7           53.       As a direct and proximate result of Defendants' unlawful conduct as alleged herein,  
8 Plaintiff and the Classes have sustained economic damages, including but not limited to unpaid wages  
9 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and  
10 statutory damages and penalties and other appropriate relief because of Defendants' violations of the  
11 California Labor Code and applicable Wage Orders.

12           54.       Defendants' practice and uniform administration of corporate policy regarding  
13 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and  
14 members of the Classes in a civil action for the unpaid amount of minimum wages, liquidated  
15 damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according  
16 to Labor Code §§ 204, 210, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

17                               **SECOND CAUSE OF ACTION**

18                               **FAILURE TO PAY ALL OVERTIME WAGES**

19                               **(AGAINST ALL DEFENDANTS)**

20           55.       Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21           56.       This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,  
22 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime  
23 hours worked and provide a private right of action for the failure to pay all overtime compensation  
24 for overtime work performed.

25           57.       At all times relevant herein, Defendants were required to properly pay Plaintiff and  
26 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code  
27 § 1194 and the applicable Wage Orders.

28           58.       Section 3 of the applicable Wage Order requires an employer to pay an employee "one

and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per workday and/or in excess of 40 hours of work in the workweek. The same section also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff to work overtime and hours but did not compensate Plaintiff or members of the Overtime Subclass at one and one-half times their regular rate of pay for such hours.

59. Defendants failed to include all forms of compensation, including, but not limited to, shift differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration when calculating the “regular rate of pay” used in payment of overtime wages, all of which resulted in Plaintiff and the Overtime Subclass not being paid all overtime and doubletime wages owed.

60. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

### THIRD CAUSE OF ACTION

## FAILURE TO PAY ALL SICK TIME

**(AGAINST ALL DEFENDANTS)**

61. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

62. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid at the regular rate, including all forms of compensation/remuneration.

63. At all times relevant herein, Defendants were required to properly pay Plaintiff and members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

64. Defendants failed to conform their pay practices to the requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice of failing to include all forms of compensation, including but not limited to shift differentials, non-

1 discretionary bonuses, and other forms of remuneration into the calculation of the “regular rate of  
2 pay,” which resulted in Plaintiff and the Class not being paid all sick time wages owed.

3 65. Defendant failed to pay sick leave, failed to pay sick leave at the regular rate, failed to  
4 properly report paid sick leave accruals and payments in wage statements, and failed to keep accurate  
5 records of same.

6 66. The foregoing policies and practices are unlawful and create entitlement to recovery  
7 by Plaintiff and the members of the Class in a civil action for the unpaid amount of sick time wages,  
8 including interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor  
9 Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure  
10 § 1021.5

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL VACATION WAGES**

13 **(AGAINST ALL DEFENDANTS)**

14 67. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

15 68. This cause of action is brought pursuant to Labor Code § 227.3 which provides that

16 69. Whenever a contract of employment or employer policy provides for paid vacations,  
17 and an employee is separated without having used his or her vested vacation time, all vested vacation  
18 shall be paid as wages at their final rate in accordance with such contract of employment or employer  
19 policy respecting eligibility or time.

20 70. At all relevant times, Defendants maintained such a paid vacation policy, yet  
21 Defendants failed to pay all vested and unused vacation time to Plaintiff and the members of the Class  
22 at their respective final rates of pay at their time of separation. As such, Defendants have violated  
23 Labor Code § 227.3.

24 71. Defendant failed to pay accrued vacation time, failed to pay vacation time at the proper  
25 rate, failed to report accrued and paid vacation in wage statements, and failed to keep accurate records  
26 of same.

27 72. Defendants’ practice and uniform administration of corporate policy regarding illegal  
28 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members

1 of the Class in a civil action for the unpaid amount of wages, liquidated damages, including interest  
2 thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 227.3, 558,  
3 1194 *et seq.*, 1197.1, 1198, 1199 and Code of Civil Procedure § 1021.5.

4 **FIFTH CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 73. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 74. Labor Code Labor Code § 512(a), in part, provides that employers, including  
9 Defendants, may not employ an employee for a work period of more than five (5) hours per day  
10 without providing the employee the opportunity to take an uninterrupted meal period of not less than  
11 thirty (30) minutes, except that if the total work period per day of the employee is no more than six  
12 (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.  
13 Employers may not employ an employee for a work period more than ten (10) hours per day without  
14 providing the employee with a second meal period of not less than thirty (30) minutes. Furthermore,  
15 Labor Code 512(b) requires employers to provide uninterrupted meal periods to employees prior to  
16 the commencement of the employees' sixth (6th) hour of work.

17 75. Pursuant to Labor Code § 226(b) and the applicable IWC Wage Order, Defendants  
18 shall pay an employee one (1) additional hour of pay at the employee's "regular rate of pay" for each  
19 meal period that is missed.

20 76. At all relevant times, Plaintiff and the Class were denied compliant and timely 30-  
21 minute off-duty meal periods as mandated by California law. Specifically, due to Defendants'  
22 uniform meal period policies/practices and operating requirements, Plaintiff and the Class were often  
23 unable to take timely and uninterrupted 30-minute first meal periods before the end of the fifth hour  
24 of work. Further, when Plaintiff and the Class worked in excess of 10.0 hours in a shift, they were  
25 not always allowed and permitted to take a mandated second meal period before the end of the tenth  
26 hour of work in violation of the Labor Code and applicable Wage Orders.

27 77. Additionally, for each missed or non-compliant meal period, Defendants failed to  
28 maintain a mechanism by which aggrieved employees were paid meal period premiums at the

1 “regular rate of pay” pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor  
2 Code § 226.7.

3 78. Defendant failed to provide compliant meal periods, as the Plaintiff and the Class  
4 instead received short, late, missed, or interrupted meal periods. Defendant also failed to pay premium  
5 wages, failed to pay premium wages at the regular rate, and failed to retain accurate records of same.

6 79. Accordingly, as a result of Defendants’ failure to provide legally compliant meal  
7 periods in violation of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

8 **SIXTH CAUSE OF ACTION**

9 **REST PERIODS VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 80. Plaintiff re-alleges and incorporates by reference all previous paragraphs

12 81. During the relevant time period, Plaintiff and the Class were not provided with all 10-  
13 minute rest periods for every four hours worked, or major fraction thereof due to PGP’s uniform rest  
14 period policies/practices and scheduling practices. As a result, Plaintiff and the Class were and are  
15 often unable to take a net 10-minute duty free rest periods for every major fraction of four hours  
16 worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for  
17 shifts in excess of 10 hours in a workday.

18 82. By not relieving all non-exempt employees of all duties during rest periods, PGP failed  
19 to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.  
20 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all duties  
21 and relinquish control over how employees spend their time.”]. In *Augustus*, the California Supreme  
22 Court expressly rejected the employers’ assertion that it could provide an on-duty rest period to  
23 employees who worked as security guards and further explained “that employers [must] relinquish  
24 any control over how employees spend their break time and relieve their employees of all duties.” *Id.*  
25 at 273.

26 83. Additionally, for each missed or non-compliant rest period, Defendants failed to  
27 maintain a mechanism by which aggrieved employees were paid rest period premiums at the “regular  
28 rate of pay” pursuant to Labor Code § 226.7.

84. Defendant failed to provide compliant rest breaks, as the Plaintiff and the Class received short, late, missed, or interrupted rest breaks. Defendant also failed to pay premium wages, failed to pay premium wages at the regular rate, and failed to retain accurate records of same.

85. Accordingly, as a result of Defendants' failure to provide legally compliant rest periods in violation of Labor Code 226.7, 512, and applicable IWC Wage Orders.

## SEVENTH CAUSE OF ACTION

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS  
(AGAINST ALL DEFENDANTS)**

86. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

87. Labor Code 226(a) states in pertinent part the following:

“(a) An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

88. As set forth above, during the Class Period, Defendants issued and continue to issue wage statements to its employees including Plaintiff and members of the Wage Statement Subclass, which are inadequate under Labor Code Section 226(a).

89. As a result of Defendants failure to pay Plaintiff and the Wage Statement Subclass for all and overtime wages and sick pay at the regular rate off pay, Defendants failed to include required information on Plaintiff and the Wage Statement Subclass' wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section

1 226(a)(1,2,5, and 9).

2 90. Further, during the relevant time period, Defendants' wage statements also failed to  
3 state "all applicable rates of pay and units" in violation of Labor Code 226(a)(9).

4 91. Defendants' failure to comply with section 226(a) of the Labor Code was knowing  
5 and intentional.

6 92. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff  
7 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor  
8 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial  
9 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty  
10 of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendants  
11 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

12 **EIGHT CAUSE OF ACTION**

13 **WAITING TIME PENALTIES**

14 **(AGAINST ALL DEFENDANTS)**

15 93. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

16 94. The actionable period for this cause of action is three years prior to the filing of this  
17 Complaint through the present, and on-going until the violation is corrected or the class is certified.

18 95. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing  
19 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or  
20 around the time that their employment is or was terminated or ended.

21 96. Labor Code § 203 provides that if an employer willfully fails to pay compensation  
22 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the  
23 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

24 97. Defendants willfully failed to pay all overtime wages, sick pay, vacation wages, and  
25 premium wages for missed meal and rest periods prior to or upon termination or separation from  
26 employment with Defendants as required by Labor Code §§ 201 and 202.

27 98. As a result, Defendants are liable to the Waiting Time Subclass for waiting time  
28 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant

1 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon  
2 termination entitles an employee to recover waiting time penalties).

3 **NINTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 99. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 100. Defendants have engaged and continue to engage in unfair and/or unlawful business  
8 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by  
9 failing to pay all overtime wages, sick pay, vacation wages, and premium wages for missed meal and  
10 rest periods.

11 101. In sum, Defendant's unfair competition included Defendant's (1) failure to pay  
12 minimum, overtime, or double-time wages, failure to pay for all time worked, improperly rounded  
13 time, and failure to pay for all hours worked at correct rates, including overtime or double time at the  
14 correct regular rates; (2) failure to provide paid sick leave, failure to pay sick leave at the regular rate,  
15 failure to properly report paid sick leave accruals and payments in wage statements, and failure at  
16 related recordkeeping; (3) failure to pay accrued vacation time, failure to pay vacation time at the  
17 proper rate, failure to report accrued and paid vacation in wage statements, and failure at related  
18 recordkeeping; (4) failure to provide compliant meal periods which were instead short, late,  
19 interrupted and/or missed meal periods, failure to pay premium wages, including premiums at the  
20 correct regular rates, and failure to properly record meal periods; (5) failure to provide compliant rest  
21 breaks which were instead short, late, interrupted, or missed, or were required to be on premises, or  
22 were otherwise improperly controlled or constrained rest breaks, and failure to pay premium wages,  
23 including premiums at the correct regular rates; (6) failure to provide accurate itemized wage  
24 statements in violation of Labor Code sections 226(a)(1, 2, 5 and 9); (7) failure to provide timely  
25 payment of final wages in violation of Labor Code sections 201-203, or pay the related penalties; and  
26 (8) failure to provide timely wage payments to current employees in violation of Section 204 of the  
27 Labor Code.

28 102. Defendants' utilization of these unfair and/or unlawful business practices deprives

1 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
2 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
3 Defendants' competitors who have been and/or are currently employing workers and attempting to  
4 do so in honest compliance with applicable wage and hour laws.

5 103. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
6 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of  
7 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or  
8 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

9 104. The acts complained of herein occurred within the last four years immediately  
10 preceding the filing of the Complaint in this action.

11 105. Plaintiff was compelled to retain the services of counsel to file this court action to  
12 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of  
13 Defendants' current hourly non-exempt employees and to enforce important rights affecting the  
14 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which  
15 she is entitled to recover under Code of Civil Procedure § 1021.5.

16 **TENTH CAUSE OF ACTION**

17 **PRIVATE ATTORNEYS GENERAL ACT**

18 **(Labor Code § 2698 *et seq.*)**

19 **(AGAINST ALL DEFENDANTS)**

20 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 51. Defendants have committed several Labor Code violations against Plaintiff and other  
22 non-exempt employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698  
23 *et seq.*, acting on behalf of himself and other non-exempt employees, bring this representative action  
24 against Defendants to recover the civil penalties due to Plaintiff, other similarly non-exempt  
25 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)  
26 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent  
27 violation per employee per pay period for those violations of the Labor Code for which no civil  
28 penalty is specifically provided based on the following Labor Code violations:

- 1           a.       Failing to pay Plaintiff and other non-exempt employees for all hours worked,  
2 including all minimum and overtime wages in violation of Labor Code §§ 204, 510, 1194, 1197,  
3 1198, and 1182.12;
- 4           b.       Failing to provide Plaintiff and other non-exempt employees with all of their  
5 statutorily mandated meal periods or compensation at the “regular rate of pay” in lieu thereof in  
6 violation of Labor Code §§ 204, 510, 558, 1194 and 1198;
- 7           c.       Failing to authorize and permit Plaintiff and other non-exempt employees with all of  
8 their statutorily mandated rest periods or compensation at the “regular rate of pay” in lieu thereof in  
9 violation of Labor Code §§ 226.7, and 516;
- 10          d.       Failing to pay all sick pay at the “regular rate of pay” in violation of Labor Code §§  
11 246, 558, 1194.2, 1197.1, 1198, and 1199;
- 12          e.       Failing to pay all vested and unused vacation time at the “regular rate of pay” to  
13 members in violation of Labor Code §§ 227.3, 1194.2, 1197.1, 1198, and 1199;
- 14          f.       Failing to timely compensate Plaintiff and other non-exempt employees with all  
15 earnings at their separation of employment in violation of Labor Code §§ 201-203; and
- 16          g.       Failing to furnish Plaintiff and other non-exempt employees with complete, accurate,  
17 itemized wage statements in violations of Labor Code § 226(a).
- 18          h.       In sum, Defendant (1) failed to pay minimum, overtime, or double-time wages, failed  
19 to pay for all time worked, improperly rounded time, and failed to pay for all hours worked at correct  
20 rates, including overtime or double time at the correct regular rates; (2) failed to provide paid sick  
21 leave, failed to pay sick leave at the regular rate, failed to properly report paid sick leave accruals and  
22 payments in wage statements, and failed at related recordkeeping; (3) failed to pay accrued vacation  
23 time, failed to pay vacation time at the proper rate, failed to report accrued and paid vacation in wage  
24 statements, and failed at related recordkeeping; (4) failed to provide compliant meal periods which  
25 were instead short, later, interrupted and/or missed meal periods, failed to pay premium wages,  
26 including premiums at the correct regular rates, and failed to properly record meal periods; (5) failed  
27 to provide compliant rest breaks which were instead short, late, interrupted, or missed, or were  
28 required to be on premises, or were otherwise improperly controlled or constrained rest breaks, and

1 failed to pay premium wages, including premiums at the correct regular rates; (6) failed to provide  
2 accurate itemized wage statements in violation of Labor Code sections 226(a)(1)-(9); (7) failed to  
3 provide timely payment of final wages in violation of Labor Code sections 201-203, or pay the related  
4 penalties; (8) failed to provide timely wage payments to current employees in violation of Section  
5 204 of the Labor Code; and (9) failed to reimburse employees for business expenses.

6 52. On or about September 13, 2021, and again on or about February 14, 2023, Plaintiff  
7 notified PGP International, Inc., via certified mail, and the California Labor and Workforce  
8 Development Agency (“LWDA”) via its website of Defendant’s violations of the California Labor  
9 Code § 2698 *et seq.*, with respect to violations of the California Labor Code identified in Paragraph  
10 82 (a)-(e). Now that sixty-five days have passed from Plaintiff notifying Defendant and the LWDA  
11 of these violations, Plaintiff will have exhausted his administrative requirements for bringing a claim  
12 under the Private Attorneys General Act with respect to these violations.

13 53. Plaintiff was compelled to retain the services of counsel to file this court action to  
14 protect their interests and the interests of other non-exempt employees, and to assess and collect the  
15 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which he  
16 is entitled to receive under California Labor Code § 2699.

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff prays for judgment for herself and for all others on whose behalf  
19 this suit is brought against Defendants, as follows:

- 20 1. For an order certifying the proposed Classes;
- 21 2. For an order-appointing Plaintiff as representative of the Classes;
- 22 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 23 4. Upon the First and Second Cause of Action, for compensatory, consequential,  
24 general and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and  
25 1198;
- 26 5. Upon the Third Cause of Action, for compensatory, consequential, general and  
27 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199;
- 28 6. Upon the Fourth Cause of Action, for compensatory, consequential, general and

1 special damages according to proof pursuant to Labor Code § 227.3, 1194.2, 1197.1, 1198, and 1199.

2 7. Upon the Fifth Cause of Action, for compensatory, consequential, general and  
3 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

4 8. Upon the Sixth Cause of Action, for compensatory, consequential, general and  
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 516.

6 9. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and  
7 reasonable costs and attorneys' fees;

8 10. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to  
9 Labor Code §§ 201-203;

10 11. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the  
11 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
12 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

13 12. Upon the Tenth Cause of Action, for civil penalties due to Plaintiff, other non-  
14 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code  
15 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each  
16 subsequent violation per employee per pay period for those violations of the Labor Code for which  
17 no civil penalty is specifically provided under the Labor Code

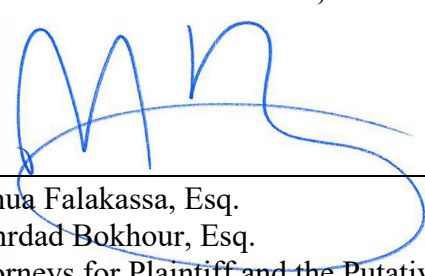
18 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code  
19 § 218.6 and Civil Code §§ 3287 and 3289;

20 14. For attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, and  
21 Code of Civil Procedure § 1021.5; and

22 15. For such other relief that the Court may deem just and proper.

23 Dated: April 25, 2023

**FALAKSSA LAW, P.C.**  
**BOKHOUR LAW GROUP, P.C.**

24  
25  
26 By: 

Joshua Falakassa, Esq.  
Mehrdad Bokhour, Esq.  
Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of  
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the  
Stars, Suite 450, Los Angeles, California 90067.

5 On June 16, 2023, I served the following document(s) described as **FIRST AMENDED**  
6 **CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action by  
placing true copies thereof enclosed in sealed envelopes addressed as follows:

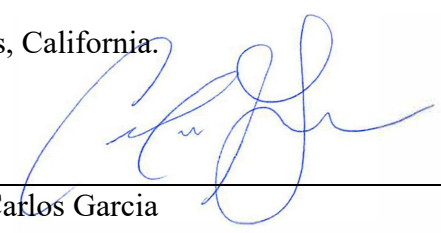
7  
8 Michael Nader, Esq.  
Michael.nader@ogletree.com  
9 Elizabeth Rhodes, Esq.  
Elizabeth.rhodes@ogletree.com  
10 OGLETREE DEAKINS, LLP  
500 Capitol Mall, Suite 2500  
11 Sacramento, California 95814

12 **Counsel for defendant PGP  
International, Inc.**

13 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via  
14 electronic service provider First Legal to the person(s) identified above at the email address(es)  
15 indicated and did not, within a reasonable time after transmission, receive any message or  
16 communication indicating that delivery failed or that any other error had occurred which would  
delay or caused failure in transmission and delivery of the document and/or any attachments  
thereto.

17 I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

18 Executed on June 16, 2023, at Los Angeles, California.

19  
20   
21 \_\_\_\_\_  
Carlos Garcia  
22  
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27  
28