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7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF ALAMEDA
9 UNLIMITED JURISDICTION

10 OMARA MCBRIDE, on behalf of herself and
11 all other current and former non-exempt
employees,

12 *Plaintiff,*

13 v.

14 OIL CHANGER, INC., a California
corporation; and DOES 1 through 50,
15 inclusive,

16 *Defendants.*

FILED
Superior Court of California
County of Alameda

08/12/2025

Clad Flake, Executive Officer / Clerk of the Court

By: S. Iyamu Deputy
S. Iyamu

Case No. 25CV125029

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

CLASS AND REPRESENTATIVE ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, and 1198);
4. Failure to Pay Vacation Wages (Lab. Code § 227.3);
5. Failure to Indemnify (Lab. Code § 2802);
6. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
7. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
8. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
9. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff OMARA MCBRIDE (“Plaintiff”), on behalf of herself and all other current and
2 former non-exempt employees, and the general public, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this class and representative action against defendants OIL
5 CHANGER, INC., a California corporation; and DOES 1 through 50, inclusive, (collectively
6 referred to as “Defendants”) for alleged violations of the Labor Code. As set forth below, Plaintiff
7 alleges that Defendants have

8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;

10 (2) failed to provide them with rest periods;

11 (3) failed to pay them premium wages for missed meal and/or rest periods;

12 (4) failed to pay them at least minimum wage for all hours worked;

13 (5) failed to pay them overtime wages at the correct rate;

14 (6) failed to pay them for all vested vacation pay;

15 (7) failed to reimburse them for all necessary business expenses;

16 (8) failed to provide them with accurate written wage statements; and

17 (9) failed to pay them all of their final wages following separation of employment.

18 Based on these alleged violations, Plaintiff now brings this class and representative action to
19 recover unpaid wages, restitution, civil and statutory penalties, and related relief on behalf of
20 herself and all other current and former non-exempt employees, all aggrieved employees, and the
21 State of California.

22 JURISDICTION AND VENUE

23 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
24 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
25 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

26 3. Venue is proper in the County of ALAMEDA pursuant to Code of Civil Procedure
27 §§ 393(a), 395(a) and 395.5 in that liability arose there, because at least some of the transactions that
28 are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains

1 offices, transacts business, and/or has an agent therein.

2 **PARTIES**

3 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
4 residing in the State of California.

5 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant OIL
6 CHANGER, INC. is, and at all relevant times mentioned herein, a California corporation doing
7 business in the State of California.

8 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
9 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
10 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
11 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
12 fictitiously named defendants are responsible in some manner for the occurrences, acts and
13 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
14 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
15 capacities of the DOE defendants when ascertained.

16 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
17 mentioned herein, some or all of the defendants were the representatives, agents, employees,
18 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
19 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
20 and scope of such relationship and with the full knowledge, consent, and ratification by such other
21 defendants.

22 **CLASS ALLEGATIONS**

23 8. This action has been brought and may be maintained as a class action pursuant to
24 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
25 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
26 unaware of any difficulties likely to be encountered in managing this case as a class action.

27 9. **Relevant Time Period:** The relevant time period is defined as the time period
28 beginning four years prior to the filing of this action until judgment is entered.

1 **Hourly Employee Class:** All persons employed by Defendants whether directly or
2 indirectly through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

3 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
4 in a shift in excess of five hours during the **Relevant Time Period**.

5 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
6 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
Period.

7 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
8 members employed by Defendants in California during the period beginning
one year before the filing of this action and ending when final judgment is
entered.

9 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
10 who separated from their employment with Defendants during the period
beginning three years before the filing of this action and ending when final
judgment is entered.

11 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
12 California during the **Relevant Time Period**.

13 **Expense Reimbursement Class:** All persons employed by Defendants in California
14 who incurred business expenses during the **Relevant Time Period**.

15 **Vacation Pay Class:** All persons employed by Defendants in California who earned
16 paid vacation days, including but not limited to, "Floating Holidays," without
receiving compensation for each vested paid vacation day during the **Relevant Time**
Period.

17
18 10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
19 right to amend or modify the class definitions with greater specificity by further division into sub-
20 classes and/or by limitation to particular issues.

21 11. **Numerosity:** The class members are so numerous that the individual joinder of each
22 individual class member is impractical. While Plaintiff does not currently know the exact number of
23 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
24 exceeds the minimum required for numerosity under California law.

25 12. **Commonality and Predominance:** Common questions of law and fact exist as to all
26 class members and predominate over any questions that affect only individual class members. These
27 common questions include, but are not limited to:

28 i. Whether Defendants maintained a policy or practice of failing to provide employees

1 with their meal periods;

2 ii. Whether Defendants maintained a policy or practice of failing to provide employees

3 with their rest periods;

4 iii. Whether Defendants failed to pay premium wages to class members when they have

5 not been provided with required meal and/or rest periods;

6 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members

7 as a result of policies that fail to provide meal periods in accordance with California

8 law;

9 v. Whether Defendants failed to pay minimum and/or overtime wages to class members

10 for all time worked;

11 vi. Whether Defendants failed to provide proportionate accruals for vested vacation time

12 for class members as required by California law;

13 vii. Whether Defendants subjected the vacation time and/or floating holidays they offer

14 to class members to forfeiture;

15 viii. Whether Defendants failed to reimburse class members for all necessary business

16 expenses incurred during the discharge of their duties;

17 ix. Whether Defendants failed to provide class members with accurate written wage

18 statements as a result of providing them with written wage statements with

19 inaccurate entries for, among other things, amounts of gross and net wages, and total

20 hours worked;

21 x. Whether Defendants applied policies or practices that result in late and/or incomplete

22 final wage payments;

23 xi. Whether Defendants are liable to class members for waiting time penalties under

24 Labor Code section 203;

25 xii. Whether class members are entitled to restitution of money or property that

26 Defendants may have acquired from them through unfair competition;

27 13. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff

28 is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing

1 to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

2 14. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
3 that she has no interests that are adverse to or otherwise conflict with the interests of absent class
4 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
5 and adequately represent and protect the interests of the other class members.

6 15. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
7 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
8 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on
9 behalf of Plaintiff and absent class members.

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

20 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

21 17. Plaintiff worked for Defendants as an hourly, non-exempt employee from
22 approximately October 1, 2023, through January 31, 2025.

23 **Off-the-clock Work**

24 18. Plaintiff and the putative class were not paid all wages earned as Defendants
25 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
26 clock work.

27 19. Plaintiff and the putative class regularly performed work after their scheduled work
28 hours and were not paid for this time. Plaintiff and the putative class were instructed to perform

1 their closing duties when they closed the shop, after they had already clocked out and were not paid
2 for the time spent performing these additional duties.

3 20. As a result of performing off-the-clock work that was directed, permitted, or
4 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
5 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
6 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
7 working off-the-clock.

8 21. Defendants knew or should have known that Plaintiff and the putative class were
9 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
10 putative class for these hours.

11 22. Defendants were aware of this practice and directed, permitted, or otherwise
12 encouraged Plaintiff and the putative class to perform off-the-clock work.

13 23. As a result of Defendants' policies and practices, Plaintiff and the putative class were
14 not paid for all hours worked.

15 **Missed Meal Periods**

16 24. Plaintiff and the putative class were not provided with meal periods of at least thirty
17 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
18 each meal period as part of each work shift; (2) chronically understaffing each work shift with not
19 enough workers; (3) imposing so much work on each employee such that it made it unlikely that an
20 employee would be able to take their breaks if they wanted to finish their work on time; and (4) no
21 formal written meal and rest period policy that encouraged employees to take their meal and rest
22 periods.

23 25. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
24 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
25 worked due to complying with Defendants' productivity requirements that required Plaintiff and
26 the putative class to work through their meal periods in order to complete their assignments on
27 time.

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1 **Missed Rest Periods**

2 26. Plaintiff and the putative class were not provided with rest periods of at least ten
3 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
4 policy of not scheduling each rest period as part of each work shift; (2) chronically understaffing
5 each work shift with not enough workers; (3) imposing so much work on each employee such that
6 it made it unlikely that an employee would be able to take their breaks if they wanted to finish their
7 work on time; and (4) no formal written meal and rest period policy that encouraged employees to
8 take their meal and rest periods.

9 27. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
10 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
11 due to complying with Defendants' productivity requirements that required Plaintiff and the
12 putative class to work through their rest periods in order to complete their assignments on time.

13 **Vacation Pay**

14 28. Plaintiff and the putative class accrued vacation wages during their employment with
15 Defendants.

16 29. Vacation wages are considered a form of wages under Labor Code § 200. Vested
17 vacation pay and other similar forms of paid time off earned based on labor performed are
18 considered wages that cannot be subject to forfeiture without compensation for forfeited days at the
19 applicable rates required by law.

20 30. At all relevant times, Defendants maintained policies that provide for the unlawful
21 forfeiture of vested vacation pay in violation of Labor Code § 227.3 and *Suastez v. Plastic Dress-*
22 *Up Co.*, (1982) 31 Cal. 3d 774.

23 31. Plaintiff and the putative class are entitled to vacation accrued during their
24 employment with Defendants. Upon termination, Plaintiff and the putative class were not paid all
25 accrued vacation pay.

26 **Expense Reimbursement**

27 32. Plaintiff and the putative class members were required to utilize their own personal
28 cell phones and uniforms to perform their job duties.

33. Plaintiff and the putative class members were not reimbursed for business expenses incurred in maintaining their uniforms and personal cell phones.

34. Defendants failed to reimburse Plaintiff and the putative class for such necessary business expenses incurred by them.

Wage Statements

35. Plaintiff and the putative class were not provided with accurate wage statements as mandated by law pursuant to Labor Code § 226.

36. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

37. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours worked by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

38. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages earned” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

39. Defendants failed to comply with Labor Code section 226(a)(6) as “the inclusive dates of the period for which the employee is paid” were not included.

40. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that all hours worked, including overtime and “off-the-clock” work were not included.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 204, 223, 226.7, 512 and 1198)

(Plaintiff and Meal Period Sub-Class)

41. Plaintiff incorporates by reference the preceding paragraphs as if fully alleged herein.

1 42. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
2 non-exempt employees of Defendants entitled to the full meal period protections of both the Labor
3 Code and the applicable Industrial Welfare Commission Wage Order (“Wage Order”).

4 43. Labor Code § 512 and § 11 of the applicable Wage Order impose an affirmative
5 obligation on employers to provide non-exempt employees with uninterrupted, duty-free meal
6 periods of at least thirty minutes for each work period of five hours, and to provide them with two
7 uninterrupted, duty-free meal periods of at least thirty minutes for each work period of ten hours.

8 44. Labor Code § 226.7 and § 11 of the applicable Wage Order both prohibit employers
9 from requiring employees to work during required meal periods and require employers to pay non-
10 exempt employees an hour of premium wages on each workday that the employee is not provided
11 with the required meal period.

12 45. Compensation for missed meal periods constitutes wages within the meaning of
13 Labor Code § 200.

14 46. Labor Code § 1198 makes it unlawful to employ a person under conditions that
15 violate the applicable Wage Order.

16 47. Section 11 of the applicable Wage Order states:

17 “No employer shall employ any person for a work period of more than five (5)
18 hours without a meal period of not less than 30 minutes, except that when a
19 work period of not more than six (6) hours will complete the day’s work the
20 meal period may be waived by mutual consent of the employer and employee.
21 Unless the employee is relieved of all duty during a 30 minute meal period, the
22 meal period shall be considered an ‘on duty’ meal period and counted as time
worked. An ‘on duty’ meal period shall be permitted only when the nature of
the work prevents an employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid meal period is agreed
to. The written agreement shall state that the employee may, in writing, revoke
the agreement at any time.”

23 48. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
24 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
25 members were not subject to valid on-duty meal period agreements with Defendants.

26 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
28 **Class** members when they worked five (5) hours without clocking out for any meal period.

1 50. Plaintiff alleges that, at all relevant times during the applicable limitations period,
2 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
3 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
4 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
5 Order.

6 51. Moreover, Defendants' written policies do not provide that employees must take
7 their first meal period before the end of the fifth hour of work, that employees are entitled to a
8 second meal period if they work a shift of over ten hours, or that the second meal period must
9 commence before the end of the tenth hour of work, unless waived.

10 52. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
11 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
12 regular rates of pay when required meal periods were not provided.

13 53. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
14 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
15 costs of suit.

16 54. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
17 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the **Meal**
18 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST PERIODS**

21 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

22 **(Plaintiff and Rest Period Sub-Class)**

23 55. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

24 56. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
25 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
26 Code and the applicable Wage Order.

27 57. Section 12 of the applicable Wage Order imposes an affirmative obligation on
28 employers to permit and authorize employees to take required rest periods at a rate of no less than

1 ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be
2 in the middle of each work period insofar as practicable.

3 58. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers
4 from requiring employees to work during required rest periods and require employers to pay non-
5 exempt employees an hour of premium wages at the employees' regular rates of pay, on each
6 workday that the employee is not provided with the required rest period(s).

7 59. Compensation for missed rest periods constitutes wages within the meaning of Labor
8 Code § 200.

9 60. Labor Code § 1198 makes it unlawful to employ a person under conditions that
10 violate the Wage Order.

11 61. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
13 with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof,
14 as required by the applicable Wage Order.

15 62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**
16 **Class** members additional premium wages when required rest periods were not provided.

17 63. Specifically, Defendants written policies do not provide that employees may take a
18 rest period for each four hours worked, or major fraction thereof, nor that rest periods should be
19 taken in the middle of each work period insofar as practicable.

20 64. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of herself and
21 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
22 costs of suit.

23 65. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
24 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest Period**
25 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

3 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

4 **(Plaintiff and Hourly Employee Class)**

5 66. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 67. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
7 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
8 applicable Wage Order.

9 68. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
10 which an employee is subject to the control of the employer, and includes all the time the employee
11 is suffered or permitted to work, whether or not required to do so.”

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

15 70. Labor Code § 1194 invalidates any agreement between an employer and an
16 employee to work for less than the minimum or overtime wage required under the applicable Wage
17 Order.

18 71. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
19 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
20 underlying unpaid minimum wages and interest thereon.

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

24 73. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
25 person acting either individually or as an officer, agent, or employee of another person to pay an
26 employee, or cause an employee to be paid, less than the applicable minimum wage.

27 74. Labor Code § 1198 makes it unlawful for employers to employ employees under
28 conditions that violate the applicable Wage Order.

1 75. Labor Code § 204 requires employers to pay non-exempt employees their earned
2 wages for the normal work period at least twice during each calendar month on days the employer
3 designates in advance and to pay non-exempt employees their earned wages for labor performed in
4 excess of the normal work period by no later than the next regular payday.

5 76. Labor Code § 223 makes it unlawful for employers to pay their employees lower
6 wages than required by contract or statute while purporting to pay them legal wages.

7 77. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
8 non-exempt employees overtime wages of no less than one and one-half times the employees’
9 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
10 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
11 seventh consecutive day of one workweek.

12 78. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
13 pay non-exempt employees overtime wages of no less than two times the employees’ respective
14 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
15 worked in excess of eight hours on a seventh consecutive workday during the workweek.

16 79. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
17 centrally devised policies and practices to her and **Hourly Employee Class** members with respect
18 to working conditions and compensation arrangements.

19 80. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
20 **Employee Class** members for all time worked, including but not limited to, overtime hours at
21 statutory and/or agreed rates.

22 81. Section 9 of the applicable Wage Order states:

23 “When uniforms are required by the employer to be worn by the employee as
24 a condition of employment, such uniforms shall be provided and maintained
25 by the employer. The term ‘uniform’ includes wearing apparel and
accessories of distinctive design or color.”

26 82. If the employer does not choose to maintain employees’ uniforms itself where it is
27 required to do so, the Division of Labor Standards Enforcement (“DLSE”) takes the position that
28 the employer may pay each affected employee a weekly maintenance allowance of an hour’s pay at

1 the state minimum wage rate in lieu of maintaining the uniforms, assuming that an hour is a realistic
2 estimate of the time involved in maintaining the uniform.

3 83. At all relevant times during the applicable limitations period, and in violation of the
4 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
5 compensate Plaintiff with minimum and/or overtime wages for all hours she worked as a result of
6 its failure to maintain employee uniforms or pay her a weekly maintenance allowance.

7 84. Plaintiff is informed and believes that, at all relevant times and in violation of the
8 above-referenced sections of the Labor Code and the applicable Wage Order, Defendants failed to
9 compensate **Hourly Employee Class** members with minimum and/or overtime wages for all hours
10 they worked as a result of its failures to maintain employee uniforms or pay them a weekly
11 maintenance allowance.

12 85. During the relevant time period, Defendants failed to pay Plaintiff and **Hourly**
13 **Employee Class** members all earned wages every pay period at the correct rates, including
14 overtime rates, because Defendants directed, permitted, or otherwise encouraged Plaintiff and
15 **Hourly Employee Class** members to perform off-the-clock work.

16 86. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
17 members have suffered damages in an amount subject to proof, to the extent they were not paid the
18 full amount of wages earned during each pay period during the applicable limitations period,
19 including overtime wages.

20 87. Pursuant to Labor Code §§ 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
21 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
22 overtime wages, interest thereon, and costs of suit.

23 88. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
24 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Hourly**
25 **Employee Class** members, seeks to recover reasonable attorneys' fees.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES

(Lab. Code § 227.3)

(Plaintiff and Vacation Pay Class)

89. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

90. California Labor Code section 227.3 provides:

Unless otherwise provided by a collective-bargaining agreement, whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested vacation time upon termination. The Labor Commissioner or a designated representative, in the resolution of any dispute with regard to vested vacation time, shall apply the principles of equity and fairness.

91. At all relevant times during the applicable limitations period, Plaintiff and members of the **Vacation Pay Class** accrued vacation time during their employment with Defendants.

92. As a result of Defendants' reimbursement policies and practices, Plaintiff is informed and believes and thereon alleges that Defendants failed to reimburse her and **Vacation Pay Class** members for all accrued vacation wages.

93. By reason of the above, Plaintiff and the members of the **Vacation Pay Class** are entitled to restitution for all unpaid amounts due and owing to within four years (4) of the date of the filing of the original Complaint until the date of entry of judgment.

94. Plaintiff, on behalf of herself and the members of the **Vacation Pay Class**, seeks interest thereon pursuant to California Labor Code section 218.6, costs pursuant to California Labor Code section 218.6, and reasonable attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

FIFTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code § 2802)

(Plaintiff and Expense Reimbursement Class)

95. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

1 96. Labor Code section 2802(a) states:

2 An employer shall indemnify his or her employee for all necessary expenditures or
3 losses incurred by the employee in direct consequence of the discharge of his or her
4 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful.

5 97. At all relevant times during the applicable limitations period, Plaintiff and the
6 **Expense Reimbursement Class** members incurred necessary business-related expenses and costs,
7 including but not limited to, the cost of their uniforms and the costs incurred in use of their personal
8 cell phones.

9 98. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
10 by Defendants was insufficient to indemnify Plaintiff for all necessary expenses incurred in the
11 discharge of their duties.

12 99. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
13 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
14 necessary business expenses incurred in the discharge of their duties.

15 100. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
16 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

17 101. Section 9 of the applicable Wage Order states:

18 When uniforms are required by the employer to be worn by the employee as a
19 condition of employment, such uniforms shall be provided and maintained by the
20 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
21 design or color.

22 102. At all relevant times during the applicable limitations period, Defendants required
23 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
24 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
25 **Reimbursement Class** members for all such expenditures.

26 103. At all relevant times during the applicable limitations period, Defendants required
27 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
28 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such

1 expenditures.

2 104. Plaintiff is informed and believes that, during the applicable limitations period,
3 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
4 **Reimbursement Class** members for all necessary business expenses.

5 105. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
6 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
7 original Complaint and until the date of entry of judgment.

8 106. Plaintiff, on behalf of herself , and **Expense Reimbursement Class** members, seeks
9 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
10 Code of Civil Procedure § 1021.5.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

13 **(Lab. Code § 226)**

14 **(Plaintiff and Wage Statement Penalties Sub-Class)**

15 107. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

16 108. Labor Code § 226(a) states:

17 An employer, semimonthly or at the time of each payment of wages, shall furnish to
18 his or her employee, either as a detachable part of the check, draft, or voucher paying
19 the employee's wages, or separately if wages are paid by personal check or cash, an
20 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except as provided in subdivision (j), (3) the number of
22 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
23 rate basis, (4) all deductions, provided that all deductions made on written orders of
24 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
25 inclusive dates of the period for which the employee is paid, (7) the name of the
26 employee and only the last four digits of his or her social security number or an
27 employee identification number other than a social security number, (8) the name and
28 address of the legal entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of pay and the total
hours worked for each temporary services assignment. The deductions made from
payment of wages shall be recorded in ink or other indelible form, properly dated,
showing the month, day, and year, and a copy of the statement and the record of the
deductions shall be kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an

1 employee or a computer-generated record that accurately shows all of the information
2 required by this subdivision.

3 109. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize
4 the “detachable part of the check” provision and the “accurate itemized statement in writing”
5 provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
6 employee retains the right to elect to receive a written paper stub or record and that those who are
7 provided with electronic wage statements retain the ability to easily access the information and
8 convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
9 Letter July 6, 2006.)

10 110. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**
12 members with written wage statements as described above.

13 111. Plaintiff is informed and believes that Defendants’ failure to provide her and **Wage**
14 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
15 that Defendants had the ability to provide them with accurate wage statements but had intentionally
16 provided them with written wage statements that Defendants knew do not comply with Labor Code
17 § 226(a).

18 112. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
19 in that Defendants have violated Plaintiff’s and **Wage Statement Penalties Sub-Class** members’
20 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
21 and wages earned. In addition, inaccurate information on their wage statements have prevented
22 immediate challenges to Defendants’ unlawful pay practices, has required discovery and
23 mathematical computations to determine the amount of wages owed, has caused difficulty and
24 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
25 inaccurate information about wages and deductions to federal and state government agencies.

26 113. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of herself and **Wage Statement**
27 **Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars (\$50.00) for the
28 initial pay period in which a violation of Labor Code section 226(a) occurred and one hundred

1 dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code § 226(a)
2 occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class member.

3 114. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
4 the common fund doctrine, Plaintiff, on behalf of herself and **Wage Statement Penalties Sub-**
5 **Class** members, seek awards of reasonable attorneys' fees and costs.

6 SEVENTH CAUSE OF ACTION

7 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

8 **(Lab. Code §§ 201–203)**

9 **(Plaintiff and Waiting Time Penalties Sub-Class)**

10 115. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

11 116. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members
12 have been entitled, upon the end of their employment with Defendants, to timely payment of all
13 wages earned and unpaid before termination or resignation.

14 117. At all relevant times, pursuant to Labor Code § 201, employees who have been
15 discharged have been entitled to payment of all final wages immediately upon termination.

16 118. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
17 after giving at least seventy-two (72) hours' notice of resignation have been entitled to payment of
18 all final wages at the time of resignation.

19 119. At all relevant times, pursuant to Labor Code § 202, employees who have resigned
20 after giving less than seventy-two (72) hours' notice of resignation have been entitled to payment of
21 all final wages within seventy-two (72) hours' of giving notice of resignation.

22 120. During the applicable limitations period, Defendants failed to pay Plaintiff all of her
23 final wages in accordance with the Labor Code by failing to timely pay her all of her final wages.

24 121. Plaintiff is informed and believes that, at all relevant times during the applicable
25 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
26 members all of their final wages in accordance with the Labor Code.

27 122. Plaintiff is informed and believes that, at all relevant times during the applicable
28 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**

1 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
2 §§ 201 or 202 by failing to timely pay them all final wages.

3 123. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
4 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been
5 willful in that Defendants have the ability to pay final wages in accordance with Labor Code §§ 201
6 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
7 requirements.

8 124. Pursuant to Labor Code §§ 203 and 218.6, Plaintiff, on behalf of herself and **Waiting**
9 **Time Penalties Sub-Class** members, seeks waiting time penalties from the respective dates that
10 their final wages had first become due until paid, up to a maximum of thirty days, and interest
11 thereon.

12 125. Pursuant to Labor Code § 226, Code of Civil Procedure § 1021.5, the substantial
13 benefit doctrine and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time**
14 **Penalties Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

15 **EIGHTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

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

18 **(Plaintiff and UCL Class)**

19 126. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

20 127. Business and Professions Code § 17200 defines "unfair competition" to include any
21 unlawful business practice.

22 128. Business and Professions Code §§ 17203–17204 allow a person who has lost money
23 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
24 Procedure § 382 to recover money or property that may have been acquired from similarly situated
25 persons by means of unfair competition.

26 129. California law requires employers to pay hourly, non-exempt employees for all hours
27 they are permitted or suffered to work, including hours that the employer knows or reasonably
28 should know that employees have worked.

1 130. Plaintiff, on behalf of herself and the **UCL Class** members, re-alleges and
2 incorporates the FIRST, SECOND, THIRD, an FOURTH causes of action herein.

3 131. Plaintiff lost money and/or property as a result of the aforementioned unfair
4 competition.

5 132. Defendants have or may have acquired money by means of unfair competition.

6 133. Plaintiff is informed and believes and thereupon alleges that, by committing the
7 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
8 225, 226.6, 1175, 1199 and 2802. Defendants thus committed misdemeanors by violating the Labor
9 Code as alleged herein.

10 134. Defendants have committed criminal conduct through their policies and practices of,
11 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
12 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
13 work period of five or more hours, by failing to pay non-exempt employees for all hours worked,
14 and by failing to reimburse them for all expenses.

15 135. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
16 employees and entitled to the full protections of both the Labor Code and the applicable Wage
17 Order.

18 136. Defendants' unlawful conduct as alleged in this Complaint amounts to and
19 constitutes unfair competition within the meaning of Business and Professions Code section 17200
20 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
21 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
22 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of herself and on
23 behalf of similarly situated persons in a class-action proceeding.

24 137. As a result of Defendants' violations of the Labor Code during the applicable
25 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
26 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
27 conduct.

28 138. Plaintiff is informed and believes that other similarly situated persons have been

1 subject to the same unlawful policies or practices of Defendants.

2 139. Due to the unfair and unlawful business practices in violation of the Labor Code,
3 Defendants have gained a competitive advantage over other comparable companies doing business
4 in the State of California that comply with their legal obligations.

5 140. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
6 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
7 that violates, or is considered unlawful under, any other state or federal law.

8 141. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
9 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
10 Defendants, and each of them, and their agents and employees, from further violations of the Labor
11 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
12 order permanently enjoining Defendants, and each of them, and their respective agents and
13 employees, from further violations of the Labor Code and applicable Industrial Welfare
14 Commission Wage Orders.

15 142. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of herself
16 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
17 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair
18 business practices.

19 143. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
20 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
21 attorneys' fees in connection with their unfair competition claims.

22 **NINTH CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698 *et seq.*)**

25 144. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 145. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

28 146. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of

1 herself and other current and former employees, to bring a representative civil action to recover
2 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
3 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

4 147. Plaintiff, a former employee against whom Defendants committed one or more of the
5 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
6 within the meaning of Labor Code § 2699(c).

7 148. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
8 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
9 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
10 intent to investigate.

11 149. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
12 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
13 227.3, 510, 512, 1194, 1197, 1198 and 2802:

- 14 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
15 and 2802, one hundred dollars (\$100) for each employee per pay period for
16 each initial violation and two hundred dollars (\$200) for each employee per
17 pay period for each subsequent violation (penalties set by Labor Code §
18 2699(f)(2));
- 19 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
20 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 21 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional,
23 two hundred dollars (\$200) for each employee, plus 25% of the amount
24 unlawfully withheld from each employee, for each initial violation that was
25 either willful or intentional, and two hundred dollars (\$200) for each
26 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
27 from each employee, for each subsequent violation, regardless of whether the
28 subsequent violation was either willful or intentional (penalties set by Labor

Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, on behalf of herself, all other current and former non-exempt
3 employees, and the general public, prays for relief and judgment against Defendants as follows:

- 4 (1) An order that the action be certified as a class action;
5 (2) An order that Plaintiff be appointed class representative;
6 (3) An order that counsel for Plaintiff be appointed class counsel;
7 (4) Unpaid wages;
8 (5) Actual damages;
9 (6) Liquidated damages;
10 (7) Restitution;
11 (8) Declaratory relief;
12 (9) Pre-judgment interest;
13 (10) Statutory penalties;
14 (11) Civil penalties;
15 (12) Costs of suit;
16 (13) Reasonable attorneys' fees; and Such other relief as the Court deems just and
17 proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff, on behalf of herself, all other current and former non-exempt employees, and the
20 general public, hereby demands a jury trial on all issues so triable.
21

22 Dated: August 13, 2025

SETAREH LAW GROUP

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25 
26 SHAUN SETAREH
27 JOSE MARIA D. PATINO, JR.
28 Attorneys for Plaintiff
OMARA MCBRIDE

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On August 13, 2025, I served the foregoing documents described as:

in this action by transmitting a true copy thereof addressed as follows:

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


Diana Maytorena