

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq. (SBN 174156)
Kiley Grombacher, Esq. (SBN 245960)
Lirit King, Esq. (SBN 252521)
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 618-2939
Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com
Email: lking@bradleygrombacher.com
Attorneys for Plaintiff GERARDO PEREZ
CORDERO on behalf of himself and others
similarly situated
[Additional counsel on following page]

FILED
Superior Court of California
County of Los Angeles
03/29/2023

David W. Slayton, Executive Officer / Clerk of Court
By: K. Martinez Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

GERARDO PEREZ CORDERO, on behalf
of himself and all others similarly situated,

Plaintiff,

v.

DANIELS SHARPSMART, INC., a
Delaware corporation; and DOES 1 to 10,
inclusive,

Defendant.

CASE NO. 22STCV36397

FIRST AMENDED CLASS ACTION
COMPLAINT FOR:

- 1. Failure to Provide Meal Periods in Violation of Labor Code sections 226.7, 512, 516 and 1198;**
- 2. Failure to Provide Rest Periods in Violation of Labor Code sections 226.7, 516, 1198;**
- 3. Failure to Timely Furnish Accurate Itemized Wage Statements in Violation of Labor Code section 226(a) and Failure to Maintain Accurate Records;**
- 4. Failure to Timely Pay Wages During Employment in Violation of Labor Code Section 204;**
- 5. Waiting Time Penalties Pursuant to Labor Code sections 201 and 203;**
- 6. Failure to Reimburse Business Expenses in Violation of Labor Code section 2802; and**
- 7. Violations of Business & Professions Code section 17200 et seq.; and**
- 8. Civil Penalties Pursuant to PAGA Labor Code §§ 2698, et seq.**

DEMAND FOR JURY TRIAL

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: sahagii@aol.com

1 Plaintiff, GERARDO PEREZ CORDERO (hereinafter “Plaintiff”) hereby submits his First
2 Amended Complaint against Defendant DANIELS SHARPSMART, INC., a Delaware corporation;
3 and DOES 1 to 10 (hereinafter referred to as “Defendant”) on behalf of himself and the class of all
4 other similarly situated current and former employees of Defendant as follows:

5 **NATURE OF THE CASE**

6 1. This is a class action arising out of Defendant’s failure to provide their non-exempt
7 employees with meal and rest periods in compliance with the applicable wage order and/or the
8 California Labor Code, by failing to reimburse business expenses, and by failing to comply with the
9 applicable wage order and/or the Labor Code in regards to the payment of wages.

10 2. Daniels Sharpsmart, Inc. operates as a waste management company, and provides
11 sharps, biohazardous waste disposal, and pharmaceutical waste services. Defendant is
12 headquartered in Chicago, Illinois. At all relevant times, Defendant issued and maintained uniform,
13 standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid
14 employees in California, including Plaintiff and others similarly situated, regardless of their
15 location or position.

16 3. Defendant has maintained practices across its locations which have failed and
17 continue to fail to provide Plaintiff and other non-exempt employees compliant meal and rest
18 breaks. Specifically, Defendant failed to provide second meal periods to Plaintiff and non-exempt
19 employees who worked shifts more than 10 hours. Moreover, Defendant also failed to provide third
20 rest breaks.

21 4. Defendant also failed to reimburse Plaintiff and other non-exempt employees for
22 business related expenses, including but not limited to cellphone related expenses. Defendant has
23 maintained a policy whereby Plaintiff and members of the Classes are required to clock-in and
24 clock-out by using an app on their personal cellphones.

25 5. In light of the foregoing, Defendant failed to provide Plaintiff and other non-exempt
26 employees with compliant wage statements and failed to timely pay final wages during employment
27 and upon termination or separation from employment.

28 6. Plaintiff brings Causes of Action One through Seven (the “class claims”) as a class

1 action on behalf of himself and other similarly situated individuals who have worked for Defendant
2 in California, at any time from four-years prior to the filing of this complaint, through the resolution
3 of this action. Plaintiff, on his own behalf and on behalf of all Class Members, brings the class
4 claims pursuant to Labor Code sections 200-203, 221, 223, 226, 226.7, 500, 510, 512, 1174, 1194,
5 1194.2, 1197, 1198, 2802, the applicable wage order and under Business & Professions Code
6 sections 17200-17208, for unfair competition due to Defendant's unlawful, unfair and fraudulent
7 business acts and practices.

8 7. Plaintiff brings Cause of Action Eight as a proxy of the State of California on behalf
9 of other aggrieved employees for penalties under the Private Attorneys General Act (PAGA).
10 PAGA provides that any civil penalty assessed and collected by the Labor and Workforce
11 Development Agency (LWDA) for violations of applicable provisions of the California Labor
12 Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee
13 on behalf of himself and other current or former employees pursuant to procedures outlined in
14 California Labor Code § 2699.3. PAGA also provides that an aggrieved employee can bring a civil
15 action on behalf of other aggrieved employees for violation of any other Labor Code provision that
16 does not itself contain a civil penalty, in which case the civil penalties are assessed at \$100 for each
17 aggrieved employee per pay period for the initial violation and \$200 for each aggrieved employee
18 per pay period for each subsequent violation.

19 8. On November 16, 2022, Plaintiff provided written notice to the LWDA and by
20 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
21 been violated, including the facts and theories to support the alleged violations. More than 65
22 calendar days have passed since the date notice was provided to the LWDA and Defendant.
23 Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code
24 Section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor
25 Code identified in this Complaint.

26 9. Plaintiff is informed and believes, and based thereon alleges, that Defendant has
27 engaged in, among other things a system of willful violations of the Labor Code and the applicable
28 IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny

employees the above stated rights and benefits.

10. Plaintiff is informed and believes, and based thereon alleges, that Defendant has engaged in, among other things a system of willful violations of the Labor Code and the applicable IWC wage orders by creating and maintaining policies, practices and customs that knowingly deny employees the above stated rights and benefits.

PARTIES

11. Plaintiff, Gerardo Perez Cordero is an individual over the age of eighteen (18) and is now, and/or at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California. During the relevant time period, Plaintiff worked for Defendant in Paramount, California from approximately August 24, 2020, through approximately November 11, 2022. Plaintiff worked as a driver and earned approximately \$20.65 per hour. Plaintiff's job duties included but were not limited to, the transportation of biohazard materials from various hospitals and/or clinics.

12. Plaintiff is informed and believes, and based thereon alleges, that Defendant Daniels Sharpsmart Inc. is a Delaware corporation. Plaintiff is further informed and believes that at all times relevant hereto, Defendant has transacted, and continues to transact, business throughout the State of California.

13. Plaintiff is informed and believes, and based upon such information and belief alleges, that Defendant is, now and/or at all times mentioned in this Complaint was in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

14. Plaintiff is further informed and believes, and based upon such information and belief alleges, that at all times herein mentioned, Defendant proximately caused Plaintiff, all others similarly situated, and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

15. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and DOES 1 through 10, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California.

1 16. Plaintiff does not know the true names or capacities, whether individual, partner or
2 corporate, of the Defendants sued herein as DOES 1 through 10, inclusive, and for that reason, said
3 Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this
4 complaint when the true names and capacities are known. Plaintiff is informed and believes, and
5 based thereon alleges, that each of said fictitious Defendants were responsible in some way for the
6 matters alleged herein and proximately caused Plaintiff and members of the general public and
7 class to be subject to the illegal employment practices, wrongs and injuries complained of herein.

8 17. At all times herein mentioned, each of said Defendants participated in the doing of
9 the acts hereinafter alleged to have been done by the named Defendant; and furthermore, the
10 Defendants, and each of them, were the agents, servants and employees of each of the other
11 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
12 within the course and scope of said agency and employment.

13 18. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 material hereto, each of the Defendants named herein were the agent, employee, alter ego and/or
15 joint venturer of, or working in concert with each of the other co-Defendants and were acting
16 within the course and scope of such agency, employment, joint venture, or concerted activity. To
17 the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the
18 remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
19 Defendants.

20 19. At all times herein mentioned, Defendants, and each of them, were members of, and
21 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
22 scope of, and in pursuance of, said joint venture, partnership and common enterprise.

23 20. At all times herein mentioned, the acts and omissions of various Defendants, and
24 each of them, concurred and contributed to the various acts and omissions of each and all of the
25 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
26 herein mentioned, Defendants, and each of them, ratified each and every act or omission
27 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and
28 abetted the acts and omissions of each and all of the other Defendants in proximately causing the

1 damages as herein alleged.

2 21. The members of the Classes (as defined below), including the representative
3 Plaintiff named herein, have been employed during the Class Period in California. The practices
4 and policies which are complained of by way of this Complaint are enforced throughout the State
5 of California.

6 **JURISDICTION AND VENUE**

7 22. The Court has jurisdiction over this class action pursuant to article 6, section 10 of
8 the California Constitution and Code of Civil Procedure section 410.10.

9 23. Additionally, this Court has jurisdiction over Plaintiff's and the Class' claims for
10 injunctive relief, including restitution of earned wages, arising from Defendant's unfair
11 competition under Business & Professions Code section 17203 and 17204. The Court also has
12 jurisdiction over Plaintiff's and the Class' claims pursuant to the applicable provisions. The Court
13 also has jurisdiction over Plaintiff's and the Classes' claims for penalties pursuant to the Private
14 Attorneys General Act of 2004, Labor Code sections 2698-99, as well as pursuant to the applicable
15 provisions.

16 24. The Court has jurisdiction over Defendant because they are authorized to do
17 business in the State of California and are registered with the California Secretary of State.
18 Defendant does sufficient business with sufficient minimum contacts in California, and/or
19 otherwise intentionally avails itself of the California market through the advertising, marketing and
20 sale of goods and services, to render the exercise of jurisdiction over Defendant by the California
21 court consistent with traditional notions of fair play and substantial justice.

22 25. Venue is proper in Los Angeles County because the acts which give rise to this
23 litigation occurred in this county and because Defendant has employed class members in this
24 county and transacts business in this county.

25 **FACTUAL ALLEGATIONS**

26 26. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

27 27. Defendant has engaged in, and continues to engage in, unfair business practices in
28 California by practicing, employing and utilizing the employment practices and policies outlined

1 above.

2 28. As a direct result of the wage and hour violations herein alleged, Plaintiff and
3 members of the Classes have suffered, and continue to suffer substantial losses related to the use
4 and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking
5 to compel Defendant to fully perform its obligations under state law, all to Plaintiff's respective
6 damage in amounts according to proof at the time of trial.

7 ***Failure to Provide Compliant Meal Periods***

8 29. Plaintiff alleges that meal breaks were often missed. Specifically, Plaintiff and
9 members of the Classes would frequently work shifts longer than 10 hours, yet Defendant failed to
10 provide second meal periods as required under California law. As a result, Plaintiff and members
11 of the Classes were forced to work in excess of ten (10) hours before taking a meal period.

12 30. Plaintiff and members of the Classes did not sign valid meal period waivers on days
13 that they were entitled to meal periods and were not relieved of all duties.

14 ***Defendant's Failure to Provide Compliant Rest Breaks***

15 31. During the relevant time period, Defendant regularly failed to authorize and permit
16 Plaintiff and members of the Classes to take a ten (10) minute rest period per each four (4) hour
17 period worked or major fraction thereof.

18 32. Specifically, Defendant failed to provide third rest breaks when Plaintiff and
19 members of the Classes worked shifts of 10 or more hours.

20 ***Defendant's Failure to Provide Compliant Wage Statements***

21 33. During the relevant time period, Defendant has knowingly and intentionally
22 provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage
23 statements. For example, Defendant issued uniform wage statements to Plaintiff and members of
24 the Classes that fail to correctly list: gross wages earned; total hours worked; net wages earned;
25 including meal and rest period premiums.

26 34. Because Defendant did not record the time Plaintiff and members of the Classes
27 missed meal and rest breaks, Defendant did not list the correct amount of gross wages and net
28 wages earned by Plaintiff and members of the Classes in compliance with Labor Code sections

226(a)(1) and 226(a)(5), respectively.

35. Because Defendant failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Plaintiff and members of the Classes have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Plaintiff and members of the Classes have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Defendant's Failure to Timely Pay all Wages During Employment

36. Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

37. Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

38. During the class period, Defendant willfully failed to pay Plaintiff and members of the Classes all wages due including, but not limited to meal and rest period premiums, within the time periods specified by Labor Code section 204.

Defendant's Failure to Timely Pay Final Wage Upon Termination

39. Defendant willfully failed to pay Plaintiff and members of the Classes who are no longer employed by Defendant the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal/rest period premiums, either at the time

of discharge, or within seventy-two (72) hours of their leaving Defendant's employ.

Defendant's Failure to Reimburse Business Expenses

40. During the relevant time period, Defendant had a company-wide policy whereby management would require Plaintiff and members of the Classes to use their personal cellphones to clock in and clock out for their shifts. Specifically, Defendant required Plaintiff and members of the Classes to download and use the app "Paylocity."

41. Although Defendant required Plaintiff and members of the Classes to use their personal phones to carry out their work-related duties, Defendant failed to reimburse them for this cost. Defendant could have provided Plaintiff and members of the Classes with the actual tools for use on the job, such as supplied phones or provided a phone allowance. Instead, Defendant passed these operating costs off onto Plaintiff and members of the Classes.

Facts Regarding Willfulness

42. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and was advised by skilled lawyers, other professionals, employees with human resources background and advisors with knowledge of the requirements of California wage and hour laws and that at all relevant times, Defendant knew or should have known, that the Plaintiff Class Members, including Plaintiff, were entitled to receive one hour of pay at the employee's regular rate of compensation for each day that a meal and/or rest period was not provided and were and are entitled to receive pay for all hours worked, accurate itemized wage statements, and final pay in a timely manner.

Unfair Business Practices

43. Defendant has further engaged in, and continues to engage in, unfair business practices in California by practicing, employing and utilizing the unlawful employment practices and policies outlined above.

44. As a direct result of the wage and hour violations herein alleged, Plaintiff and members of the Plaintiff Class have suffered, and continue to suffer substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant to perform their obligations under state law, all to Plaintiff's and the Plaintiff Class members' respective damage in amounts according to proof at the time of trial.

1 ***Plaintiff's Exhaustion of Administrative Remedies***

2 45. By letter dated November 16, 2022, required notice was provided to Labor and
3 Workforce Development Agency ("LWDA") and Defendant, of the specific provisions of the
4 Labor Code alleged to have been violated, including the facts and theories to support the alleged
5 violations.

6 46. More than sixty-five (65) days have passed since the date the notice was mailed to
7 Defendant and the LWDA.

8 47. Accordingly, Plaintiff has satisfied the administrative prerequisites under California
9 Labor Code Section 2699.3(a) to recover civil penalties against Defendant for violations of
10 California Labor Code identified in this Complaint.

11 **CLASS ACTION ALLEGATIONS**

12 48. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

13 49. Pursuant to Code of Civil Procedure section 382, this action is brought and may be
14 properly maintained as a class action. This action satisfies the ascertainability, numerosity,
15 commonality, typicality, adequacy, predominance, and superiority requirements of those
16 provisions.

17 50. Plaintiff brings this suit as a class action on behalf of two classes of individuals
18 defined as follows (collectively the "Classes"):

19 51. Plaintiff Class: All persons who have been, or currently are, employed by Defendant
20 and who held, or hold, job positions which Defendant has classified as "non-exempt" employees in
21 the State of California, at any time since four years prior to filing this action, through the date
22 judgment is rendered in this action.

23 52. Terminated Sub Class: All members of the Plaintiff Class whose employment ended
24 during the Class Period.

25 53. Numerosity: Plaintiff is informed and believes, and on that basis alleges, that during
26 the class period hundreds of class members have been employed by Defendant as non-exempt
27 employees in the State of California. Because so many persons have been employed by Defendant
28 in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is

impossible and/or impracticable.

54. Common Questions of Law and/or Fact: Common questions of law and fact exist as to all members of the Plaintiff Class and predominate over any questions affecting solely individual members of the Plaintiff Class. Among the questions of law and fact, that are relevant to the adjudication of Class Members' claims are as follows:

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendant had a standard policy of not providing compliant meal breaks and premiums to Plaintiff and members of the Plaintiff Class;
- c. Whether Defendant had a standard policy of not providing compliant rest breaks and premiums to Plaintiff and members of the Plaintiff Class;
- d. Whether Defendant unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages, in violation of Labor Code section 226;
- e. Whether Defendant failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment
- f. Whether Defendant unlawfully and/or willingly failed to timely pay Plaintiff and the Terminated Sub Class upon termination;
- g. Whether Defendant failed to reimburse Plaintiff and members of the Plaintiff Class for business-related expenses;
- h. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- i. Whether Defendant's conduct as alleged herein violates the Unfair Business Practices Act of California (Bus. & Prof. Code, § 17200 et seq.)

55. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendant's common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable

1 wage order, or premium compensation at the regular rate in lieu thereof, failing to reimburse them
2 for work related expenses, and failing to provide them with compliant wage statements has caused
3 Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's
4 claims are thereby representative of and co-extensive with the claims of the proposed Class.
5 Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from
6 Defendant's common policies, practices, procedures, protocols, routines, and rules which were
7 applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of
8 losses, injuries, and damages as were suffered by other members of the proposed class.

9 56. Adequacy of Representation: Plaintiff is an adequate representative of the proposed
10 classes because he is a member of the class, and his interests do not conflict with the interests of
11 the members he seeks to represent. Plaintiff has retained competent counsel, experienced in the
12 prosecution of complex class actions, and together Plaintiff and his counsel intend to prosecute this
13 action vigorously for the benefit of the classes. The interests of the Class Members will fairly and
14 adequately be protected by Plaintiff and his attorneys.

15 57. Superiority of Class Action: A class action is superior to other available methods for
16 the fair and efficient adjudication of this litigation since individual litigation of the claims of all
17 Class Members is impracticable. It would be unduly burdensome to the courts if these matters were
18 to proceed on an individual basis, because this would potentially result in hundreds of individual,
19 repetitive lawsuits. Further, individual litigation presents the potential for inconsistent or
20 contradictory judgments, and the prospect of a "race to the courthouse," and an inequitable
21 allocation of recovery among those with equally meritorious claims. By contrast, the class action
22 device presents far fewer management difficulties, and provides the benefit of a single
23 adjudication, economics of scale, and comprehensive supervision by a single court.

24 58. The various claims asserted in this action are additionally or alternatively certifiable
25 under the provisions of the Code of Civil Procedure section 382 because:

26 a. The prosecution of separate actions by hundreds of individual class members would
27 create a risk of varying adjudications with respect to individual class members, thus establishing
28 incompatible standards of conduct for Defendant, and

b. The prosecution of separate actions by individual class members would also create the risk of adjudications with respect to them that, as a practical matter, would be dispositive of the interest of the other class members who are not a party to such adjudications and would substantially impair or impede the ability of such non-party class members to protect their interests.

FIRST CAUSE OF ACTION

Non-Compliant Meal Breaks

(By Plaintiff and Members of the Putative Class Against Defendant)

59. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

60. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than thirty (30) minutes without duty. Plaintiff and the Class also regularly worked more than ten (10) hours per shift and were not provided with second thirty (30) minute meal periods.

61. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant routinely failed to provide Plaintiff and the members of the Classes with such meal periods without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived their right to the same. Thus, Defendant failed to provide Plaintiff and the members of the Classes with meal periods required by Labor Code sections 226.7, 512, 516 and the applicable IWC wage order section 10, and categorically failed to pay any and all meal period wages due.

62. Plaintiff and Class Members seek damages pursuant to Labor Code section 226.7(b) and the applicable IWC wage order section 10(F), in the amount of one additional hour of pay at the regular rate for each work day that the meal period is/was not provided to Plaintiff and any member of the Classes, the cumulative sum of which is to be determined at trial.

63. Under the foregoing, California employers must provide meal periods and authorize and permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including the duty to remain “on call,” and they must be “free from employer

control” over how they “spend their time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

64. When employees must either “remain at the ready and capable of being summoned to action,” “respond when the employer seeks contact with [them],” “perform other work if the employer so requests,” and/or remain “on call” during their meal and rest periods, the employees have not been “relieve[d] ... of all work-related duties and employer control.” *Augustus, supra*, 2 Cal.5th at 270. Such a meal or rest period is not “off duty” and therefore is “impermissible.” *Ibid.*

65. The Supreme Court’s decision in *Augustus* is just the latest in a series of meal and rest break cases that have affirmed California’s broad, protective standard for employees.¹

66. Moreover, as the mere existence of a facially lawful meal and rest break policy is unavailing if there are practical constraints and pressures on employees to perform their duties in ways that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

67. Yet Defendant did and does not provide Plaintiff and members of the Classes with meal periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour of work and again by the tenth hour of work.

68. Thus, Defendant has failed to perform its obligations to provide Plaintiff and the members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second meal period by the end of the tenth hour of work. Defendant has also failed to pay Plaintiff and the members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that they have been denied.

69. On July 15, 2021, the California Supreme Court issued a decision in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858 where the court unanimously held that employers

¹ See, e.g., *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004; *Lubin v. Wackenhut Corp.* (2016) 5 Cal.App.5th 926, reh’g. denied (Dec. 14, 2016); *Faulkinbury v. Boyd & Assocs., Inc.* (2013) 216 Cal.App.4th 220; *Berlanga v. Equilon Enterprises LLC* (N.D.Cal., Aug. 31, 2017, No. 17-CV-00282-MMC) 2017 WL 3782245 at *3 (a policy requiring employees to “remain in contact with supervisors and other employees working in their units throughout their shifts... would appear to be unlawful under [*Augustus*.]”)

1 must pay premium payments to employees for missed meal, rest, and recovery breaks at the
2 employee's "regular rate of pay" instead of their base hourly rate.

3 70. Defendant knew or should have known that as a result of its policies and/or
4 practices, that Plaintiff and members of the Classes were not actually relieved of all duties to take
5 timely, uninterrupted meal periods. Defendant further knew or should have known that it did not
6 pay Plaintiff and members of the Classes all meal period premiums when meal periods were
7 missed, late, short, and/or interrupted. Furthermore, Defendant has engaged in a company-wide
8 practice and/or policy of not paying meal period premiums owed when compliant meal periods are
9 not provided. Because of this practice and/or policy, Plaintiff and members of the Classes have not
10 received all premium pay for missed, interrupted, or late meal periods. Accordingly, Defendant
11 failed to provide all meal periods in violation of Labor Code sections 226.7, 512(a), 516, and 1198.

12 71. Plaintiff and members of the Classes are entitled to civil penalties, attorney's fees,
13 costs, and interest thereon.

14 **SECOND CAUSE OF ACTION**

15 **Non-Compliant Rest Breaks**

16 **(By Plaintiff and Members of the Putative Class Against Defendant)**

17 72. Plaintiff hereby incorporates by reference each and every one of the allegations
18 contained in the preceding paragraphs as if the same were fully set forth herein.

19 73. Labor Code sections 226.7, 516, and 1198, and the applicable IWC wage order
20 require employers to provide rest periods and to pay an employee one (1) additional hour of pay at
21 the employee's regular rate for each work day that a meal or rest period is not provided. Labor
22 Code section 226.7 provides that no employer shall require an employee to work during any rest
23 period mandated by an applicable order of the IWC. The applicable IWC wage order provides that
24 "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
25 practicable shall be in the middle of each work period" and that the "rest period time shall be based
26 on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
27 major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

28 74. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and Class

1 Members were entitled to a paid rest period of not less than ten (10) minutes without duty for each
2 and every four (4) hours or major fraction thereof worked during the workday.

3 75. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendant
4 routinely failed to provide Plaintiff and the members of the Classes with such paid rest periods
5 without duty, notwithstanding the fact that Plaintiff and the members of the Classes had not waived
6 their right to the same. Thus, Defendant failed to provide Plaintiff and Class Members with rest
7 periods required by Labor Code sections 226.7, 512, and 516, the applicable IWC wage order
8 section 11 and categorically failed to pay any and all rest period wages due.

9 76. California law requires employers to permit hourly employees to take a 10-minute
10 rest break after 3.5 hours worked, 6 hours worked, and 10 hours worked. California law requires
11 employers to permit hourly employees to take a 10-minute rest break after 3.5 hours worked, 6
12 hours worked, and 10 hours worked. *Brinker*, 53 Cal. 4th at 1029 (setting forth rest break
13 requirements). To be compliant, California law mandates that employees who work at least three
14 and one-half hours but not more than six (6) hours, to be provided with one paid rest breaks.
15 Similarly, employees who work more than six (6) hours but not more than ten (10) hours are
16 provided two rest breaks. Employees who work more than ten (10) hours but not more than
17 fourteen (14) hours are provided three, paid rest breaks. *Id.* California law also mandates that rest
18 periods should be taken as close to the middle of each work period as practicable.

19 77. Yet, Defendant fails to provide third rest breaks when Plaintiff and members of the
20 Classes work more than 10 hours.

21 78. Plaintiff and Class Members seek damages pursuant to Labor section 226.7(b) and
22 the applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the
23 regular rate for each work day that the rest period is/was not provided or provided late to Plaintiff and
24 any member of the Classes, the cumulative sum of which is to be determined at trial.

25 79. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
26 Defendant's failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit
27 pursuant to Labor Code section 226.7(b) and the applicable wage order.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements and Maintain Accurate Records**

3 **(By Plaintiff and Members of the Putative Class Against Defendant)**

4 80. Plaintiff hereby incorporates by reference each and every one of the allegations
5 contained in the preceding paragraphs as if the same were fully set forth herein.

6 81. Labor Code section 226(a) and the applicable IWC wage order section 6(B) requires
7 employers to furnish each employee with a statement itemizing, among other things, the total hours
8 worked by the employee, on a semi-monthly basis or at the time of each payment of wages.

9 82. Labor Code section 226(e) provides that if an employer fails to comply with providing
10 an employee with properly itemized wage statements as set forth in section 226(a), then the employee
11 is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a
12 violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed
13 \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a)
14 shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation
15 and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to
16 provide the employee a wage statement or fails to keep the required records pursuant to section 226(a).

17 83. Defendant knowingly and intentionally failed to furnish Plaintiff and the members of
18 the Classes with timely, itemized statements in compliance with Labor Code section 226(a) and the
19 applicable IWC Wage order section 6(B).

20 84. Plaintiff is informed and believes, and thereon alleges, that Defendant knowingly and
21 intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements
22 showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates
23 in effect during each respective pay period and the corresponding number of hours worked at each
24 hourly rate by each respective individual.

25 85. Plaintiff is informed and believes, and thereon alleges, that Defendant did not maintain
26 accurate business records pertaining to the total hours worked for Defendant by Plaintiff and the
27 members of the Classes as required under Labor Code section 1174.5. This is a result of missed meal
28 and rest-break premiums, as illustrated above.

86. As a result of not having kept accurate records, Plaintiff and the Class Members suffered injuries in the form of confusion over whether they received all wages owed to them, and difficulty and expense in reconstructing pay records in addition to other injuries which may come to light during the discovery process.

87. Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC wage order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

88. During the relevant time period, Defendant failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Plaintiff and members of the Classes, in violation of Labor Code section 1198.

89. Plaintiff and the members of the Classes herein seek damages and penalties pursuant to Labor Code section 226(e) for Defendant's violations of Labor Code section 226(a).

90. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys' fees and costs pursuant to Labor Code section 226(h).

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages During Employment

(By Plaintiff and Members of the Putative Class Against Defendant)

91. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

92. Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of

1 the following month.

2 93. Labor Code section 204 also requires that all wages earned for labor in excess of the
3 normal work period shall be paid no later than the payday for the next regular payroll period.
4 Alternatively, Labor Code section 204 provides that the requirements of this section are deemed
5 satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid
6 not more than seven (7) calendar days following the close of the payroll period.

7 94. During the class period, Defendant willfully failed to pay Plaintiff and members of the
8 Classes all wages due including, but not limited to, meal and rest period premiums, within the time
9 periods specified by Labor Code section 204.

10 95. As a proximate result of the above-mentioned violations. Plaintiff and the Plaintiff
11 Class have been damaged in an amount according to proof at time of trial.

12 **FIFTH CAUSE OF ACTION**

13 **Waiting Time Penalties**

14 **(By Plaintiff and Members of the Terminated Sub Class Against Defendant)**

15 96. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth
16 herein.

17 97. At all times, relevant herein, Defendant was required to pay their employees all wages
18 owed in a timely fashion during and at the end of their employment, pursuant to Labor Code section
19 201-203.

20 98. As a pattern and practice, Defendant regularly failed to pay Plaintiff and the members
21 of the Terminated Sub Class their final wages pursuant to Labor Code sections 201-203, and
22 accordingly owe waiting time penalties pursuant to Labor Code section 203.

23 99. Labor Code sections 201 and 202 provide that if an employer discharges an employee,
24 the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an
25 employee voluntarily leaves his or her employment, his or her wages shall become due and payable not
26 later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours
27 previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages
28 at the time of quitting.

100. On information and belief, Defendant has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202.

101. Specifically, Defendant willfully failed to pay Plaintiff and members of the Terminated Sub Class the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ.

102. Plaintiff and members of the Terminated Sub Class are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 256.

SIXTH CAUSE OF ACTION

Failure to Reimburse Business Expenses

(By Plaintiff and Members of the Putative Class Against Defendant)

103. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

104. Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144.

105. The applicable IWC wage order provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

106. During the Class Period a company-wide policy whereby management would require Plaintiff and members of the Classes to use their personal cell phones to clock in and clock out for their shifts. Specifically, Defendant required Plaintiff and members of the Classes to download and use the app “Paylocity.”

107. Although Defendant required Plaintiff and members of the Classes to use their personal phones to carry out their work-related duties, Defendant failed to reimburse them for this cost. Honeywell could have provided Plaintiff and members of the Classes with the actual tools for use on the job, such as supplied phones or provided a phone allowance. Instead, Defendant passed these operating costs off onto Plaintiff and members of the Classes. Thus, Defendant had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of Labor Code section 2802.

108. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees, costs, and interest thereon.

SEVENTH CAUSE OF ACTION

Violation of California

Business and Professions Code Section 17200 et seq.

(By Plaintiff and the Members of the Plaintiff Class Against Defendant)

109. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

110. Business and Professions Code section 17200 defines unfair competition to include, “unlawful, unfair or fraudulent business practices.”

111. Plaintiff and all proposed Class Members are “persons within the meaning of Business and Professions Code section 17204, who have suffered injury in fact and have lost money or property as a result of Defendant’s unfair competition.

112. Defendant has been committing, and continues to commit, acts of unfair competition by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint, including, but not limited to:

- a) violations of Labor Code sections 226.7, 512, 516, and 1198;
- b) violations of Labor Code sections 226, 1174;
- c) violations of Labor Code sections 201 and 202;
- d) violations of Labor Code section 204;
- e) violations of Labor Code section 1198;

1 f) violations of Labor Code section 2802.

2 113. As a result of its unlawful, unfair, and/or fraudulent business acts and practices,
3 Defendant has reaped and continues to reap unfair benefits and illegal profits at the expense of Plaintiff
4 and proposed Class Members. Defendant's unlawful, unfair, and/or fraudulent conduct has also enabled
5 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

6 114. Business and Professions Code section 17203 provides that the Court may restore to an
7 aggrieved party any money or property acquired by means of the unlawful, unfair, and/or fraudulent
8 business acts or practices.

9 115. Plaintiff seeks a court order enjoining Defendant from the unlawful, unfair, and/or
10 fraudulent activity alleged herein.

11 116. Pursuant to Civil Code section 3287(a), Plaintiff and other members of the Plaintiff
12 Class are entitled to recover pre-judgment interest on wages earned, but not paid.

13 117. Plaintiff further seeks an order requiring an audit and accounting of the payroll records
14 to determine the amount of restitution of all unpaid wages owed to himself and members of the
15 proposed Plaintiff Class, according to proof, as well as a determination of the amount of funds to be
16 paid to current and former employees that can be identified and located pursuant to a court order and
17 supervision.

18 118. Plaintiff seeks restitution for himself and all others similarly situated of these amounts,
19 including all earned and unpaid wages and attorneys' fees and costs pursuant to Code of Civil
20 Procedure section 1021.5.

21 **EIGHTH CAUSE OF ACTION**

22 **Civil Penalties Pursuant to PAGA (Labor Code §§ 2698, et seq.)**

23 **(On Behalf of All Aggrieved Employees Against All Defendants)**

24 119. Plaintiff re-alleges and incorporates all preceding paragraphs as though fully set
25 forth herein.

26 120. At all times set forth herein, the Private Attorneys General Act of 2004 (PAGA,
27 California Labor Code §§ 2698-99) applied to Defendant's employment of Plaintiff and the
28 proposed Class Members.

1 121. At all times set forth herein, California Labor Code § 2699(a) has provided that any
2 provision of law under the California Labor Code that provides for a civil penalty to be assessed
3 and collected by the Labor and Workforce Development Agency (LWDA) for violations of the
4 California Labor Code may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of himself and other current or former employees pursuant to
6 procedures outlined in California Labor Code § 2699.3.

7 122. At all times set forth herein, the PAGA has also provided that for the violation of
8 any Labor Code provision that does not itself contain a civil penalty, there are established civil
9 penalties of \$100 for each aggrieved employee per pay period for the initial violation and \$200 for
10 each aggrieved employee per pay period for each subsequent violation. Cal. Lab. C. § 2699(f).

11 123. A civil action under PAGA may be brought by an “aggrieved employee,” any
12 person that was employed by the alleged violator and against whom one or more of the alleged
13 violations was committed.

14 124. Defendants have been committing, and continue to commit, violations of the
15 California Labor Code, including, but not limited to:

- 16 a) violations of Labor Code sections 226.7, 512, 516, and 1198;
- 17 b) violations of Labor Code sections 226, 1174;
- 18 c) violations of Labor Code sections 201 and 202;
- 19 d) violations of Labor Code section 204; and
- 20 e) violations of Labor Code section 2802.

21 125. Plaintiff was employed by Defendant and the alleged violations have been
22 committed against her during her time of employment and he is, therefore, an aggrieved employee.
23 Plaintiff and other employees are “aggrieved employees” as defined by California Labor Code
24 §2699(c) in that they are all current or former employees of Defendant, and one or more of the
25 alleged violations were committed against them.

26 126. Pursuant to California Labor Code § 2699.3, aggrieved employees, including
27 Plaintiff, may pursue a civil action arising under the PAGA after the following requirements have
28 been met:

1 a. The aggrieved employee shall give written notice (hereinafter “Employee’s Notice”)
2 to the LWDA and the employer of the specific provisions of the California Labor Code
3 alleged to have been violated, including the facts and theories to support the alleged
4 violations;

5 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and
6 the aggrieved employee by certified mail that it does not intend to investigate the alleged
7 violations sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon
8 receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five
9 (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
10 employee may commence a civil action pursuant to California Labor Code §2699 to
11 recover civil penalties in addition to any other penalties to which the employee may be
12 entitled.

13 127. On November 16, 2022, Plaintiff provided written notice to the LWDA and by
14 certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
15 been violated, including the facts and theories to support the alleged violations. More than 65
16 calendar days have passed since the date notice was provided to the LWDA and Defendant.
17 Accordingly, Plaintiff has satisfied the administrative prerequisites under California Labor Code
18 Section 2699.3(a) to recover civil penalties against Defendant for violations of California Labor
19 Code identified in this Complaint.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff, and the Class Members pray for judgment as follows:

- 22 1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
- 23 2. For an order that counsel for Plaintiff be appointed class counsel
- 24 3. Certification of this class action on behalf of the proposed Plaintiff and Terminated
25 Sub-Class;
- 26 4. Designation of Plaintiff as the class representative of the Plaintiff and Terminated
27 Sub Class;
- 28 5. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class

- 1 and disgorgement of all profits from the unlawful business practices of Defendant;
- 2 6. An order appointing Plaintiff's counsel as class counsel;
- 3 7. Prejudgment and post judgment interest on all sums awarded;
- 4 8. For compensatory damages;
- 5 9. For penalties pursuant to Labor Code sections 200, 226, 226.7, 226.3, 2699;
- 6 10. For interest accrued to date;
- 7 11. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226
- 8 and 1194;
- 9 12. For reasonable attorneys' fees pursuant to Labor Code sections 226, 2699(g)(1) and
- 10 Code of Civil Procedure section 1021.5, and/or other applicable law; and
- 11 13. A declaratory judgment that Defendant has knowingly and intentionally violated the
- 12 following provisions of law;
- 13 a. Labor Code sections 226.7, 512, 516, and 1198 for failing to provide
- 14 compliant meal and rest breaks;
- 15 b. Labor Code sections 226, 1174 for failing to provide compliant wage
- 16 statements;
- 17 c. Labor Code sections 204 for failing to pay wages timely during
- 18 employment;
- 19 d. Labor Code sections 201 and 202 for failing to pay wages at
- 20 termination;
- 21 e. Labor Code section 2802 for failing to reimburse business expenses;
- 22 f. Business & Professions Code sections 17200-08 for violating the
- 23 provisions set forth herein above.
- 24 14. For all such other and further relief that the Court may deem just and proper.

25 ///

26 ///

27 ///

28 ///

1 DATED: March 29, 2023

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

2
3 By: 

4 Marcus Bradley, Esq.
5 Kiley Grombacher, Esq.
6 Lirit King, Esq.
7 Garen Majarian, Esq.
8 Sahag Majarian, II, Esq.
9 Attorneys for Plaintiff and others similarly
10 situated

DEMAND FOR JURY TRIAL

11 Plaintiff hereby demands trial of Plaintiff's and the members of the Classes' claims by jury
12 to the extent authorized by law.

13 DATED: March 29, 2023

BRADLEY/GROMBACHER, LLP
MAJARIAN LAW GROUP APC

14
15 By: 

16 Marcus Bradley, Esq.
17 Kiley Grombacher, Esq.
18 Lirit King, Esq.
19 Garen Majarian, Esq.
20 Sahag Majarian, II, Esq.
21 Attorneys for Plaintiff and others similarly
22 situated
23
24
25
26
27
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen and not a party to the within action; my business address 31365 Oak Crest Drive, Suite 240, Westlake Village, CA 91361.

1) FIRST AMENDED COMPLAINT

☒ **(BY ELECTRONIC MAIL)** Pursuant to Court Order Authorizing Electronic Service entered in this case, I provided the document(s) listed above electronically on the CASE ANYWHERE Website to the parties on the Service List maintained on the CASE ANYWHERE Website. Case Anywhere is the on-line e-service provider designated in this case.

Maria Valle
Maria Valle

CORDERO v. DANIELS SHARPSMART, INC.
LOS ANGELES SUPERIOR COURT CASE NO. 22STCV36397

Service List

Robert D. Vogel
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Tele: 801-736-3199
robert.vogel@jacksonlewis.com

Attorney for Defendant,
Daniels Sharpsmart, Inc.

Audrey Olson Gardner
JACKSON LEWIS P.C.
150 N. Michigan Ave., Suite 2500
Chicago, IL 60601
Tel: 312.787.4949
Fax: 312.787.4995
audrey.gardner@jacksonlewis.com