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and Aggrieved Employees*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

Case No: 25-cv-06018-JSC

MICHAEL HASS, individually, and on
behalf of other members of the general public
similarly situated and as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiff,

v.

FLOWERS BAKERIES SALES OF
NORCAL, LLC, a California Limited
Liability Company; FLOWERS BAKERIES
LLC, a Georgia Limited Liability Company;
and DOES 1 through 10, inclusive,

Defendants.

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698,
ET SEQ.**

- (1) VIOLATION OF CALIFORNIA
LABOR CODE §§ 1182.12, 1194,
1197, AND 1197.1 (UNPAID
MINIMUM WAGES);
- (2) VIOLATION OF CALIFORNIA
LABOR CODE §§ 510 AND 1198
(UNPAID OVERTIME);
- (3) VIOLATION OF CALIFORNIA
LABOR CODE §§ 226.7 AND
512(a) (FAILURE TO PROVIDE
MEAL PERIODS);
- (4) VIOLATION OF CALIFORNIA
LABOR CODE § 226.7 (FAILURE
TO PROVIDE REST PERIODS);
- (5) VIOLATION OF CALIFORNIA
LABOR CODE §§ 226(a), 1174(d)
AND 1198 (NON-COMPLIANT
WAGE STATEMENTS AND

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- FAILURE TO MAINTAIN
RECORDS);**
- (6) VIOLATION OF CALIFORNIA
LABOR CODE §§ 201 AND 202
(WAGES NOT TIMELY PAID
UPON TERMINATION);**
- (7) CIVIL PENALTIES FOR
VIOLATIONS OF CALIFORNIA
LABOR CODE, PURSUANT TO
PAGA, §§ 2698, ET SEQ.; AND**
- (8) VIOLATION OF CALIFORNIA
BUSINESS & PROFESSIONS
CODE §§ 17200, ET SEQ.
(UNLAWFUL BUSINESS
PRACTICES AND UNFAIR
BUSINESS PRACTICES)**

DEMAND FOR JURY TRIAL

CLASS ACTION

1 Plaintiff MICHAEL HASS individually, and on behalf of all other members of the public
2 similarly situated and as an aggrieved employee and on behalf of all other aggrieved employees,
3 alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This class action and state enforcement action are brought pursuant to Federal Rule
6 of Civil Procedure 23 and California Labor Code sections 2698 et seq. (“PAGA”) to recover
7 damages, statutory penalties, civil penalties and any other available relief on behalf of Plaintiff, the
8 State of California, and other current and former employees who worked for Defendants in
9 California as non-exempt, hourly-paid employees who received at least one physical wage statement
10 and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the
11 Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare
12 Commission (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary
13 damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial

15 **2. Jurisdiction**

16 a. Plaintiff originally filed this matter in the Superior Court of California, County of
17 Humboldt. On July 16, 2025, Defendants removed the matter to the United States District Court,
18 Northern District of California, claiming this Court has jurisdiction over the matter based on, *inter*
19 *alia*, diversity jurisdiction. Jurisdiction is allegedly proper here on that basis.

20 **3. Divisional Assignment**

21 a. Venue is proper in this Court because this Division is where the Court assigned the
22 matter following removal.

23 4. California Labor Code sections 2698 et seq., the “Labor Code Private Attorneys
24 General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general
25 their current or former employers for various civil penalties for violations of various provisions in the
26 California Labor Code.

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THE PARTIES

5. Plaintiff MICHAEL HASS, at all times relevant to the claims asserted herein, was a resident of Fortuna, in Humboldt County, California. Defendants employed Plaintiff as an hourly, non-exempt employee from on or about March 2024 to on or about December 2024. Plaintiff initially started working for FLOWERS BAKERIES SALES OF NORCAL, LLC (“Defendant”) as a Route Sales Representative who performed their work throughout Humboldt County, California. During their employment, Plaintiff typically worked 9 to 10 hours per day, 5 days per week, and approximately 45 to 50 or more hours per week. Their job duties included, without limitation, loading, unloading, driving, delivering, and ordering of product.

6. Defendant FLOWERS BAKERIES SALES OF NORCAL, LLC was and is, upon information and belief, a California Limited Liability Company doing business in California, with its principal place of business in Modesto, California, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

7. Defendant FLOWERS BAKERIES LLC was and is, upon information and belief, a Georgia Limited Liability Company doing business in California, with its principal place of business in Thomasville, Georgia, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

8. Plaintiff is unaware of the true names or capacities of the defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named defendants once their names and capacities become known.

9. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers, or employees of FLOWERS BAKERIES SALES OF NORCAL, LLC and/or FLOWERS BAKERIES LLC at all relevant times.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, FLOWERS BAKERIES

1 SALES OF NORCAL, LLC; FLOWERS BAKERIES LLC, and/or DOES 1 through 10
2 (collectively “Defendants”), each acting as the agent, employee, alter ego, and/or joint venturer of,
3 or working in concert with, each of the other defendants and was acting within the course and scope
4 of such agency, employment, joint venture, or concerted activity with legal authority to act on the
5 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
6 official policy of Defendants.

7 11. At all relevant times, Defendants, and each of them, ratified each and every act or
8 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
9 abetted the acts and omissions of each and all the other Defendants in proximately causing the
10 damages herein alleged.

11 12. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
12 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
13 occurrences, and transactions alleged herein.

14 13. Under California law, Defendants are jointly and severally liable as employers for the
15 violations alleged herein because they have each exercised sufficient control over the wages, hours,
16 working conditions, and employment status of Plaintiff and class members. Each defendant had the
17 power to hire and fire Plaintiff and class members, supervised and controlled their work schedule
18 and/or conditions of employment, determined their rate of pay, and maintained their employment
19 records. Defendants suffered or permitted Plaintiff and class members to work and/or “engaged”
20 Plaintiff and class members so as to create a common-law employment relationship. As joint
21 employers of Plaintiff and class members, Defendants are jointly and severally liable for the civil
22 penalties and all other relief available to Plaintiff and class members under the law.

23 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
24 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other class
25 members because Defendants have (a) jointly exercised meaningful control over the work
26 performed by Plaintiff and class members; (b) jointly exercised meaningful control over Plaintiff
27 and class members’ wages, hours, and working conditions, including the quantity, quality standards,
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1 speed, scheduling, and operative details of the tasks performed by Plaintiff and class members; (c)
2 jointly required that Plaintiff and class members perform work which is an integral part of
3 Defendants' businesses; and (d) jointly exercised control over Plaintiff and class members as a
4 matter of economic reality in that Plaintiff and class members were dependent on Defendants, who
5 shared the power to set the wages of Plaintiff and class members and determined their working
6 conditions, and who jointly reaped the benefits from the underpayment of their wages and
7 noncompliance with other statutory provisions governing their employment.

8 15. Plaintiff is informed and believes, and further alleges, that at all relevant times there
9 has existed a unity of interest and ownership between Defendants such that any individuality and
10 separateness between the entities has ceased. FLOWERS BAKERIES SALES OF NORCAL, LLC,
11 FLOWERS BAKERIES LLC and DOES 1 through 10 are therefore alter egos of each other.
12 Adherence to the fiction of the separate existence of Defendants would permit an abuse of the
13 corporate privilege, and would promote injustice by protecting Defendants from liability for the
14 wrongful acts committed by them under the name FLOWERS BAKERIES SALES OF NORCAL,
15 LLC and/or FLOWERS BAKERIES LLC.

16 **CLASS ACTION ALLEGATIONS**

17 16. Plaintiff brings this action on their own behalf, as well as on behalf of each and all
18 other persons similarly situated, and thus, seeks class certification under California Code of Civil
19 Procedure section 382.

20 17. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized by California law.

22 18. Plaintiff's proposed class consists of and is defined as follows:

23 **All persons who are or were employed by Defendants as**
24 **nonexempt, hourly-paid employees in California within**
25 **four years prior to the filing of this complaint until the date**
of trial ("Class").

26 19. Plaintiff's proposed subclass consists of and is defined as follows:

27 **All persons who are or were employed by Defendants as**
28 **nonexempt, hourly-paid employees in California within one**

1 **year prior to the filing of this complaint until the date of**
2 **trial who received a wage statement from Defendants**
3 **(“Subclass”).**

4 20. Members of the Class and Subclass will hereinafter be referred to as “class members.”

5 21. Plaintiff reserves the right to redefine the Class and Subclass and to add additional
6 subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

7 22. There are common questions of law and fact as to class members that predominate
8 over questions affecting only individual members, including, but not limited to:

9 a. Whether Defendants required Plaintiff and class members to work off-the-clock
10 without payment;

11 b. Whether Defendants authorized, suffered, and/or permitted Plaintiff and class
12 members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
13 hours per week and failed to pay all legally required overtime compensation to Plaintiff and class
14 members;

15 c. Whether Defendants failed to pay at least minimum wages for all hours worked by
16 Plaintiff and class members;

17 d. Whether Defendants failed to provide Plaintiff and class members with legally
18 compliant meal periods;

19 e. Whether Defendants failed to provide Plaintiff and class members with legally
20 compliant rest periods;

21 f. Whether Defendants provided Plaintiff and class members with complete and accurate
22 wage statements as required by California Labor Code section 226(a);

23 g. Whether Defendants maintained payroll records as required by California Labor Code
24 section 1174(d);

25 h. Whether Defendants failed to pay earned overtime wages, minimum wages, and meal
26 and rest period premiums due to Plaintiff and class members upon their discharge;

27 i. Whether Defendants failed timely to pay overtime wages, minimum wages, and meal
28 and rest period premiums to Plaintiff and class members during their employment;

1 j. Whether Defendants engaged in unfair business practices in violation of California
2 Business & Professions Code sections 17200, *et seq.*; and

3 k. The appropriate amount of damages, restitution, or monetary penalties resulting from
4 Defendants' violations of California Law.

5 23. There is a well-defined community of interest in the litigation and the class members
6 are readily ascertainable:

7 a. Numerosity: The class members are so numerous that joinder of all members would
8 be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this
9 time; however, the class is estimated to be greater than two hundred (200) individuals and the
10 identity of such membership is readily ascertainable by inspection of Defendants' employment
11 records.

12 b. Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests
13 of each class member with whom Plaintiff has a well-defined community of interest, and Plaintiff's
14 claims (or defenses, if any) are typical of all class members as demonstrated herein.

15 c. Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests
16 of each class member with whom Plaintiff has a well-defined community of interest and typicality
17 of claims, as demonstrated herein. Plaintiff acknowledges that Plaintiff has an obligation to make
18 known to the Court any relationship, conflicts or differences with any class member. Plaintiff's
19 attorneys, the proposed class counsel, are versed in the rules governing class action discovery,
20 certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will
21 continue to incur costs and attorney's fees that have been, are, and will be necessarily expended for
22 the prosecution of this action for the substantial benefit of each class member.

23 d. Superiority: The nature of this action makes the use of class action adjudication
24 superior to other methods. A class action will achieve economies of time, effort, and expense as
25 compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can
26 be adjudicated in the same manner and at the same time for the entire class.

1 e. Public Policy Considerations: Employers in the State of California violate
2 employment and labor laws every day. Current employees are often afraid to assert their rights out
3 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
4 they believe their former employers might damage their future endeavors through negative
5 references and/or other means. Class actions provide the class members who are not named in the
6 complaint with a type of anonymity that allows for the vindication of their rights while
7 simultaneously protecting their privacy.

8 **GENERAL ALLEGATIONS**

9 24. Defendants are employers as defined by the California Labor Code. Within California,
10 Defendants are estimated to employ over two hundred persons.

11 25. Upon information and belief, Defendants maintain a single, centralized Human
12 Resources Department in Modesto, California, which is responsible for collecting and processing
13 all new hire paperwork, and communicating and implementing Defendants' company-wide policies,
14 including timekeeping policies and meal and rest break policies, to employees throughout
15 California.

16 26. Upon information and belief, Plaintiff and class members received the same
17 standardized documents and/or written policies. Upon information and belief, the usage of
18 standardized documents and/or written policies, including new hire documents, indicate that
19 Defendants dictated policies at the corporate level and implemented them company-wide, regardless
20 of their employees' assigned locations or positions. Upon information and belief, Defendants set
21 forth uniform policies and procedures in several documents provided at an employee's time of hire.

22 27. Upon information and belief, all transactions regarding hiring, terminations,
23 promotions, pay increases, and employee transfers, etc., relating to Defendants' California
24 employees were submitted to and processed by Defendants' HR department in Modesto, California.
25 Additionally, upon information and belief, Defendants' corporate records, business records, data,
26 and other information related to Defendants, including, in particular, HR records pertaining to
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1 Defendants' California employees, are also maintained at Defendants' corporate headquarters in
2 Modesto, California.

3 28. Upon information and belief, Defendants maintain a centralized Payroll department
4 in Modesto, California, which processes payroll for all non-exempt, hourly-paid employees working
5 for Defendants at their various locations in California, including Plaintiff and class members. Upon
6 information and belief, Defendants issued the same formatted wage statements to all non-exempt
7 employees in California, irrespective of their work location. Upon information and belief,
8 Defendants process payroll for departing employees in the same manner throughout California,
9 regardless of the manner in which each employee's employment ends.

10 29. Defendants continue to employ non-exempt, hourly-paid employees within
11 California.

12 30. Upon information and belief, Defendants, at all times herein mentioned, were advised
13 by skilled lawyers and other professionals, employees and advisors knowledgeable about California
14 labor and wage law, employment and personnel practices, and about the requirements of California
15 law.

16 31. Upon information and belief, Plaintiff and class members were not paid for all hours
17 worked because all hours worked were not recorded. Plaintiff's normal working hours started at
18 approximately 3:15 a.m. and continued until approximately 1:00 p.m. or later. During that time,
19 Defendants required Plaintiff to clock out for 30 minutes despite the fact that Plaintiff continued
20 working during that time. For example, on June 20, 2024, Plaintiff clocked out from 8:21 a.m. to
21 8:51 a.m. for a "Meal Break". Despite working during this time, Plaintiff received no compensation
22 for this work as Defendant required him to be clocked out for his meal period regardless of whether
23 he was working or not.

24 32. Upon information and belief, Defendants knew or should have known that Plaintiff
25 and class members were entitled to receive certain wages for overtime compensation and that they
26 were not receiving certain wages for overtime compensation. Plaintiff's typically worked more than
27 40 hours per week, but did not receive an overtime multiplier of his regular rate for those hours in
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1 excess of 40 hours per week. For example, in the workweek starting on April 21, 2024 and ending
2 on April 27, 2024, Plaintiff worked at least 50.13 hours as reflected on his wage statement, which
3 amounts to at least 10.13 hours of overtime. Instead of receiving an overtime multiplier of his regular
4 rate for the 10.13 hours of overtime, he received only his regular rate for these hours.

5 33. Upon information and belief, Defendants knew or should have known that Plaintiff
6 and class members were entitled to receive at least minimum wages for compensation and that they
7 were not receiving at least minimum wages for work that was required to be done off-the-clock. In
8 violation of the California Labor Code, Plaintiff and class members were not paid at least minimum
9 wages for work done off-the-clock Plaintiff's normal working hours started at approximately 3:15
10 a.m. and continued until approximately 1:00 p.m. or later. During that time, Defendants required
11 Plaintiff to clock out for 30 minutes despite the fact that Plaintiff continued working during that
12 time. For example, on June 20, 2024, Plaintiff clocked out from 8:21 a.m. to 8:51 a.m. for a "Meal
13 Break". Despite working during this time, Plaintiff received no compensation (i.e., not even
14 minimum wage) for this work as Defendant required him to be clocked out for his meal period
15 regardless of whether he was working or not.

16 34. Upon information and belief, Defendants knew or should have known that Plaintiff
17 and class members were entitled to meal periods in accordance with the Labor Code or payment of
18 one (1) additional hour of pay at their regular rates of pay when they were not provided with timely,
19 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
20 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of
21 pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period. Defendants
22 failed to provide Plaintiff and class members with compliant meal periods. Because of Defendants'
23 practices and/or policies, Plaintiff and class members were required to continue to perform their
24 duties without being able to take a timely, compliant meal period. Plaintiff and class members had
25 to work through part or all of their meal periods, have their meal periods interrupted, and/or wait
26 extended periods of time before taking meal periods. Further, Defendants did not provide Plaintiff
27 and class members with second 30-minute meal periods on days that they worked in excess of ten
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(10) hours in one day. As stated, Plaintiff sometimes worked 10-hour shifts without being permitted or authorized to take a second 30-minute meal period. Plaintiff and class members did not sign valid meal break waivers on days that they were entitled to meal periods and were not relieved of all duties. Moreover, Defendants engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. For example, on July 2, 2024, Plaintiff clocked in at 3:34 a.m., clocked out from 8:00 a.m. to 8:30 a.m. for a “Meal Break,” and clocked out at 1:48 p.m. Despite being clocked out from 8:00 a.m. to 8:30 a.m., Plaintiff worked during this time, and despite working a 10-hour shift, Defendant did not permit Plaintiff to take a second 30-minute meal period. By way of another example, on August 3, 2024, Plaintiff clocked in at 3:33 a.m., clocked out from 8:21 a.m. to 8:51 a.m. for a “Meal Break,” and clocked out at 2:15 p.m. Despite being clocked out from 8:21 a.m. to 8:51 a.m., Plaintiff worked during this time, and despite working a 10-hour shift, Defendant did not permit Plaintiff to take a second 30-minute meal period.

35. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and class members were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period. During the relevant time period, Defendants regularly failed to authorize and/or permit Plaintiff and class members to take a 10-minute rest period per each four-hour period worked or major fraction thereof. Additionally, Defendants had no policy of scheduling rest periods for employees, which further impeded and prevented Plaintiff and class members from taking rest periods. For example, on August 20, 2024, Plaintiff worked in excess of four hours and was not permitted to take a rest break.

36. Upon information and belief, Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not

1 provided complete and accurate wage statements. Specifically, meal and/or rest period premiums
2 owed to class members were not reflected on their wage statements. Further, Defendants
3 misrepresented class members' hours worked and overtime compensation, as discussed above.
4 Thus, Defendants knowingly and intentionally failed to furnish wage statements to Plaintiff and
5 class members containing accurate totals of the hours worked (Lab. Code § 226(a)(2)), the number
6 of hours worked at each hourly rate (Lab. Code § 226(a)(9), the net wages earned (Lab. Code §
7 226(a)(5)) and gross wages earned (Lab. Code § 226(a)(1)).

8 37. Upon information and belief, Defendants knew or should have known that they had a
9 duty to maintain accurate and complete payroll records in accordance with the Labor Code and
10 applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so. During the
11 relevant time period, Defendants failed, on a company-wide basis, to keep accurate records of meal
12 period start and stop times for Plaintiff and class members.

13 38. Upon information and belief, Defendants knew or should have known that Plaintiff
14 and class members were entitled to timely payment of all wages earned upon termination of
15 employment. In violation of the California Labor Code, Plaintiff and class members did not receive
16 payment of all wages due, including, but not limited to, overtime wages, minimum wages, and meal
17 and rest period premiums, within permissible time periods.

18 39. Upon information and belief, Defendants knew or should have known that Plaintiff
19 and class members were entitled to timely payment of wages during their employment. In violation
20 of the California Labor Code, Plaintiff and class members did not receive payment of all wages,
21 including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums,
22 within permissible time periods.

23 40. Upon information and belief, Defendants, at all times herein mentioned, knew or
24 should have known that they had a duty to compensate Plaintiff and class members for all hours
25 worked, and that Defendants had the financial ability to pay such compensation, but willfully,
26 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class members
27 that they were properly denied wages, all in order to increase Defendants' profits.

1 **Claims for Penalties Under 2004 Private Attorneys General Act**

2 41. Plaintiff asserts a representative action filed pursuant to PAGA, §§ 2698, 2699, on
3 behalf of themselves as well as on behalf of similarly situated Aggrieved Employees.

4 42. The “Representative Period” means from December 3, 2023 to the present, the
5 timeframe where the scope of statute allows Plaintiff to recover wages and penalties.

6 43. At all times during the Representative Period, all the Aggrieved Employees were
7 employed in the same or similar job as Plaintiff and were paid in the same manner and under the
8 same standard employment procedures and practices as the Plaintiff.

9 44. California law provides that an employee may file an action against an employer to
10 recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved
11 employee files an action on behalf of him or herself and similarly-situated current and former
12 employees.

13 45. At all material times, Defendants and DOES 1 through 10 were and/or are Aggrieved
14 Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the
15 meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2,
16 Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any
17 Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid
18 employee as set for in Labor Code § 558.

19 46. On June 3, 2025, Plaintiff’s counsel sent letters to the California Labor and Workforce
20 Development Agency (hereinafter referred to as “LWDA”) and to Defendants informing Defendants
21 of the PAGA claims and Plaintiff’s intent to pursue litigation.

22 **FIRST CAUSE OF ACTION**

23 **Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1 – Unpaid Minimum Wages**
24 **(Against All Defendants)**

25 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
26 every allegation set forth above.

48. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 7 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

49. Defendants did not pay at least minimum wages for off-the-clock hours worked by Plaintiff and the class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

50. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

SECOND CAUSE OF ACTION

Violation of Labor Code §§ 510 and 1198 – Unpaid Overtime

(Against all Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

52. California Labor Code section 1198 provides that it is unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “...the standard conditions of labor fixed by the commission shall be the... standard conditions of labor for employees. The employment of any employee...under conditions of labor prohibited by the order is unlawful.”

53. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

1 54. Specifically, the applicable IWC Wage Order provides that Defendants are and were
2 required to pay Plaintiff and class members working more than eight (8) hours in a day or more than
3 forty (40) hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess
4 of eight (8) hours in a day or more than forty (40) hours in a workweek.

5 55. The applicable IWC Wage Order further provides that Defendants are and were
6 required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime
7 compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay
8 includes all remuneration for employment paid to, or on behalf of, the employee, including non-
9 discretionary bonuses and incentive pay.

10 56. California Labor Code section 510 codifies the right to overtime compensation at one
11 and one-half times (1½) the regular rate of pay for hours worked in excess of eight (8) hours in a
12 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of
13 work, and to overtime compensation at twice the employee's regular rate of pay for hours worked
14 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th)
15 day of work.

16 57. Plaintiff and class members routinely worked in excess of eight and/or twelve hours
17 in a day.

18 58. Accordingly, during the relevant time period, Defendants willfully failed to pay all
19 overtime wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
20 class members were not paid overtime premiums for all of the hours they worked in excess of eight
21 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a
22 week, because all hours worked were not recorded.

23 59. Because Plaintiff and class members regularly worked shifts of eight (8) hours a day
24 or more or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime
25 premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the
26 overtime hours they actually worked.

60. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

THIRD CAUSE OF ACTION

Violations of Labor Code §§ 226.7 and 512(a) – Meal Period Violations (Against all Defendants)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

62. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California Labor Code sections 226.7, 512(a), and 1198 were applicable to Plaintiff and class members' employment by Defendants.

63. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal period must start after no more than five hours.

64. At all relevant times herein set forth, California Labor Code section 226.7 and 512(a) provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

65. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal break of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the

1 employer and the employee only if the first meal period was not waived. Under California law, an
2 employer cannot evade meal break requirements via the use of “on-duty” meal agreements because
3 it understaffs its locations.

4 66. Plaintiff and class members did not receive all required off-duty meal periods and did
5 not receive premium pay for missed meal periods. As a result, Defendants failed to provide Plaintiff
6 and class members compliant meal periods and failed to pay the meal period premiums due.

7 67. Defendants’ conduct violates the applicable IWC Wage Order, and California Labor
8 Code sections 226.7, 512(a), and 1198. Plaintiff and class members are therefore entitled to recover
9 from Defendants one additional hour of pay at the employee’s regular rate of compensation for each
10 workday that the meal period was not provided or compensation in lieu thereof was not paid.

11 **FOURTH CAUSE OF ACTION**

12 **Violation of Labor Code § 226.7 – Rest Break Violations**

13 **(Against all Defendants)**

14 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 69. At all relevant times herein set forth, the applicable IWC Wage Order and California
17 Labor Code sections 226.7 and 1198 were applicable to Plaintiff and class members’ employment
18 by Defendants.

19 70. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
20 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
21 in the middle of each work period” and that the “rest period time shall be based on the total hours
22 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof”
23 unless the total daily work time is less than 3.5 hours.

24 71. At all relevant times, California Labor Code section 226.7 provides that no employer
25 shall require an employee to work during any rest period mandated by an applicable order of the
26 California IWC. To comply with its obligation to provide rest periods under California Labor Code
27 section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over
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1 how employees spend their break time and relieve their employees of all duties—including the
2 obligation that an employee remain on call. A rest period, in short, must be a period of rest.”

3 72. Pursuant to the applicable IWC Wage Order and California Labor Code section
4 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour
5 of pay at their regular rates of pay for each workday that a required rest period was not provided.

6 73. As a result, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess
7 of six hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to
8 which they were entitled.

9 74. Defendants have also engaged in a company-wide practice and/or policy to not pay
10 rest period premiums owed when compliant rest periods are not provided. As a result, Plaintiff and
11 class members were denied rest periods and Defendants failed to pay the full rest period premiums
12 due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

13 75. Defendants’ conduct violates the applicable IWC Wage Order and California Labor
14 Code sections 226.7 and 1198. Pursuant to the applicable IWC Wage Order and California Labor
15 Code section 226.7(b), Plaintiff and class members are entitled to recover from Defendants one
16 additional hour of pay at the employee’s regular rate of compensation for each workday that the rest
17 period was not provided.

18 **FIFTH CAUSE OF ACTION**

19 **Violation of Labor Code §§ 226(a) and 1174(d) – Non-Compliant Wage Statements and**

20 **Failure to Maintain Accurate Payroll Records**

21 **(Against all Defendants)**

22 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 77. At all relevant times herein, California Labor Code section 226(a) provides that every
25 employer shall furnish each of his or her employees an accurate and complete itemized wage
26 statement in writing, including, but not limited to, the name and address of the legal entity that is
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1 the employer, the inclusive dates of the pay period, the total hours worked, and all applicable rates
2 of pay.

3 78. During the relevant time period, Defendants have knowingly and intentionally
4 provided Plaintiff and class members with uniform, incomplete, and inaccurate wage statements.

5 79. California Labor Code section 1174(d) provides that “[e]very person employing labor
6 in this state shall...[k]eep a record showing the names and addresses of all employees employed
7 and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or
8 establishments at which employees are employed, payroll records showing the hours worked daily
9 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate
10 paid to, employees employed at the respective plants or establishments...”

11 80. During the relevant time period, and in violation of Labor Code section 1174(d),
12 Defendants willfully failed to maintain accurate payroll records for Plaintiff and class members
13 showing the premiums they were owed, the correct overtime compensation owed, and by failing to
14 correctly list the gross wages and net wages earned by them.

15 81. Because Defendants failed to provide accurate wage statements, Plaintiff and class
16 members have been prevented from verifying, solely from information on the wage statements
17 themselves, that they were paid correctly and in full. Instead, Plaintiff and class members have had
18 to look to sources outside of the wage statements themselves and reconstruct time records to
19 determine whether in fact they were paid correctly and the extent of underpayment, thereby causing
20 them injury.

21 82. Plaintiff and class members are entitled to recover from Defendants the greater of
22 their actual damages caused by Defendants’ failure to comply with California Labor Code section
23 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

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1 **SIXTH CAUSE OF ACTION**

2 **Violation of Labor Code §§ 201 and 202 – Wages Not Timely Paid Upon Termination**
3 **(Against all Defendants)**

4 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 84. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if
7 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
8 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
9 her wages shall become due and payable not later than 72 hours thereafter, unless the employee has
10 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
11 to his or her wages at the time of quitting.

12 85. During the relevant time period, Defendants willfully failed to pay Plaintiff and class
13 members all wages earned upon their discharge or resignation. Additionally, Defendant willfully
14 failed to pay Plaintiff and other class members who are no longer employed by Defendants all their
15 earned wages set forth above, including but not limited to, minimum wages, overtime wages, meal
16 and rest period premium wages either at the time of discharge, or within 72 hours of their leaving
17 Defendants' employ.

18 86. Defendants' failure to pay Plaintiff and those class members who are no longer
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours
20 of their leaving Defendants' employ, violates Labor Code sections 201 and 202.

21 87. Plaintiff and class members are therefore entitled to recover from Defendants the
22 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day
23 maximum pursuant to California Labor Code section 203.

24 **SEVENTH CAUSE OF ACTION**

25 **For Civil Penalties Pursuant to Labor Code §§ 2698, *et seq.***

26 **(Against All Defendants)**

27 88. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
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every allegation set forth above.

89. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 1182.12.

90. Defendants’ conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

a. Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC wage order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked as alleged herein;

b. Violation of Labor Code sections 510, 1198, and the applicable IWC wage order for Defendants’ failure to compensate Plaintiff and other aggrieved employees with all required overtime pay as alleged herein;

c. Violation of Labor Code sections 226.7, 512, 1198, and the applicable IWC wage order for Defendants’ failure to provide Plaintiff and other aggrieved employees with meal and/or rest periods, as alleged herein;

d. Violation of Labor Code sections 226(a), 1198, and the applicable IWC wage order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

e. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC wage order for failure to maintain payroll records as alleged herein;

f. Violation of Labor Code section 204 for failure to pay all earned wages during employment as set forth below; and

g. Violation of Labor Code sections 201, 202, and 203 for failure to pay all earned wages upon termination as alleged herein.

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1 **EIGHTH CAUSE OF ACTION**

2 **Violation of Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against All Defendants)**

5 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
6 every allegation set forth above.

7 92. Defendants are “persons” as defined by California Business & Professions Code
8 sections 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 93. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful
11 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
12 fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to
13 enforce important rights affecting the public interest within the meaning of Code of Civil Procedure
14 section 1021.5.

15 94. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

18 95. A violation of California Business & Professions Code sections 17200, *et seq.* may be
19 predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and
20 practices have violated state law in at least the following respects:

- 21 a. Requiring non-exempt employees, including Plaintiff and class members, to work
22 overtime without paying them proper compensation in violation of California Labor
23 Code sections 510 and 1198 and the applicable IWC Order and paying overtime at a
24 lower rate than required by law, as alleged herein;
- 25 b. Failing to pay at least minimum wage to Plaintiff and class members in violation of
26 California Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable
27 IWC Order, as alleged herein;

- 1 c. Failing to provide uninterrupted meal and rest periods to Plaintiff and class members
2 in violation of California Labor Code sections 226.7 and 512 and the applicable IWC
3 Order, as alleged herein;
- 4 d. Failing to provide Plaintiff and class members with accurate wage statements in
5 violation of California Labor Code section 226(a) and the applicable IWC Order and
6 failing to maintain accurate payroll records in violation of Labor Code section
7 1174(d), as alleged herein; and
- 8 e. Failing timely to pay all earned wages to Plaintiff and class members in violation of
9 California Labor Code section 204 and the applicable IWC Order, as alleged herein.

10 96. As a result of the violations of California law herein described, Defendants unlawfully
11 gained an unfair advantage over other businesses. Plaintiff and class members have suffered
12 pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

13 97. Pursuant to California Business & Professions Code sections 17200 *et seq.*, Plaintiff
14 and class members are entitled to restitution of the wages withheld and retained by Defendants
15 during a period that commences four years prior to the filing of this complaint; a permanent
16 injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an
17 award of attorney fees pursuant to California Code of Civil Procedure section 1021.5 and other
18 applicable laws; and an award of costs.

19 **REQUEST FOR JURY TRIAL**

20 Plaintiff requests a jury trial.

21 **PRAYER FOR RELIEF**

22 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
23 Defendants, jointly and severally, as follows:

24 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
25 of thirty-five thousand dollars (\$35,000) exclusive of interest and costs. Plaintiff reserves the right
26 to amend his prayer for relief to seek a different amount.

27 2. That this case be certified as a class action;

1 3. That Plaintiff be appointed as the representative of the Class and subclass;

2 4. That counsel for Plaintiff be appointed as class counsel.

3 **As to the First Cause of Action**

4 5. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code sections 1182.12, 1194, 1197, 1197.1, and 1198 by willfully failing to pay minimum wages
6 to Plaintiff and class members;

7 6. For general unpaid wages and such general and special damages as may be
8 appropriate;

9 7. For pre-judgment interest on any unpaid compensation from the date such amounts
10 were due, or as otherwise provided by law;

11 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
12 California Labor Code section 1194(a);

13 9. For liquidated damages pursuant to California Labor Code section 1194.2; and

14 10. For such other and further relief as the Court may deem equitable and appropriate.

15 **As to the Second Cause of Action**

16 11. That the Court declare, adjudge, and decree that Defendants violated California Labor
17 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
18 overtime wages due to Plaintiff and class members;

19 12. For general unpaid wages at overtime wage rates and such general and special
20 damages as may be appropriate;

21 13. For pre-judgment interest on any unpaid overtime compensation commencing from
22 the date such amounts were due, or as otherwise provided by law;

23 14. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code section 1194(a); and

25 15. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), and 1198 and applicable IWC Wage Order(s) by willfully failing to provide all meal periods to Plaintiff and class members;

17. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

18. For all actual, consequential, and incidental losses and damages, according to proof;

19. For premiums pursuant to California Labor Code section 226.7(b);

20. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 1198 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and class members;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not provided;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(b);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem, equitable and appropriate.

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1 **As to the Fifth Cause of Action**

2 30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping
3 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
4 and class members, and willfully failed to provide accurate itemized wage statements thereto;

5 31. For all actual, consequential and incidental losses and damages, according to proof;

6 32. For injunctive relief pursuant to California Labor Code section 226(h);

7 33. For statutory penalties pursuant to California Labor Code section 226(e);

8 34. For attorneys' fees and costs pursuant to California Labor code section 226(e)(1); and

9 35. For such other and further relief as the Court may deem equitable and appropriate.

10 **As to the Sixth Cause of Action**

11 36. That the Court declare, adjudge and decree that Defendants violated California Labor
12 Code sections 201, 202, and 203 by willfully failing to pay overtime wages, minimum wages, meal
13 and rest period premiums, and bonus pay, owed at the time of termination of the employment of
14 Plaintiff and other terminated class members;

15 37. For all actual, consequential and incidental losses and damages, according to proof;

16 38. For waiting time penalties according to proof pursuant to California Labor code
17 section 203 for all employees who have left Defendants' employ;

18 39. For pre-judgment interest on any unpaid wages from the date such amounts were due;
19 or as otherwise provided by law;

20 40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
21 as otherwise provided by law; and

22 41. For such other and further relief as the Court may deem equitable and appropriate.

23 **As to the Seventh Cause of Action**

24 42. That the Court declare, adjudge and decree that Defendants violated California Labor
25 Code section 2698, et seq.;

26 43. For penalties under PAGA (California Labor Code §§ 2698 et seq.) as described in
27 Paragraph 89, above, in amounts to be proven at trial;

44. For statutory attorney's fees and costs pursuant to Labor Code § 2699; and as allowed by law and according to proof;

45. For costs of suit incurred herein, in amounts to be proven at the time of trial;

46. For pre- and post-judgement interest at the maximum legal rate on all amounts claims;

and

47. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal and rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing timely to pay Plaintiff and class members all earned wages during employment, and failing to provide written notice of information material to employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

49. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

50. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200 *et seq.*;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

52. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 19, 2025

Respectfully Submitted,

By: /s/ Francis A. DiGiaccio
Francis A. DiGiaccio, Esq.
Attorney for Plaintiff,
MICHAEL HASS