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10 as an individual and on behalf of all
11 employees similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**

14 KARINA A. SANTOYO, as an individual and
15 on behalf of all employees similarly situated,

16 Plaintiff,

17 v.

18 ALLIED HIGH TECH PRODUCTS, INC., a
19 California Corporation; and DOES 1 through
20 50, inclusive,

21 Defendants.

FILED
Superior Court of California
County of Los Angeles
09/22/2025

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Case No. 25STCV20927

**Amended as a matter of right, pursuant to
Labor Code Section 2699.3(a)(2)(c)**

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

DEMAND FOR JURY TRIAL

1 Plaintiff KARINA A. SANTOYO (hereinafter referred to as “Plaintiff”) on behalf of
2 herself and all others similarly situated, and as representative of the State of California and the
3 Labor and Workforce Development Agency (“LWDA”), based upon facts that either have
4 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for
5 further investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class she seeks to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt employees
9 currently and/or formerly employed by ALLIED HIGH TECH PRODUCTS, INC. in the State of
10 California during the Class Period. The term “Class Period” is defined as four (4) years prior to
11 the filing of this Complaint through the date final judgment is entered. Plaintiff reserves the right
12 to amend this Complaint to reflect a different “Class Period” or “Class” as further discovery is
13 conducted.

14 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief
15 against ALLIED HIGH TECH PRODUCTS, INC. (“Defendant”) for Defendant’s failure to pay
16 all wages due; failure to provide meal periods or compensation in lieu thereof; failure to provide
17 rest periods or compensation in lieu thereof; failure to provide accurate itemized wage statements
18 upon payment of wages; failure to reimburse for necessary expenditures; and failure to pay wages
19 of terminated or resigned employees; failure to provide correct paid sick leave and provide
20 accurate sick leave amount balance.

21 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive
22 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
23 practices.

24 4. At all relevant times herein, Defendant has consistently maintained and enforced
25 against Plaintiff and Class the following unlawful practices and policies:

- 26 (a) willfully refusing to pay Plaintiff and Class for all hours worked;
27 (b) willfully refusing to permit Plaintiff and Class from taking meal periods or
28 compensation in lieu thereof;

- 1 (c) willfully refusing to permit Plaintiff and Class from taking rest periods or
2 compensation in lieu thereof;
- 3 (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and
4 Class accurate itemized wage statements upon payment of wages;
- 5 (e) willfully refusing to compensate certain members of the Class wages due and
6 owing at the time of Class Members' employment with Defendant ended;
- 7 (f) willfully refusing to reimburse Plaintiff and Class for necessary
8 expenditures; and
- 9 (g) willfully refusing to provide correct paid sick leave and written notice of paid
10 sick leave.

11 5. On information and belief, Defendant was on actual and constructive notice of
12 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
13 Defendant's violations, as alleged above, during all relevant times herein were willful and
14 deliberate.

15 6. At all relevant times, Defendant was and is legally responsible for all of the
16 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
17 foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendant is responsible
18 for each of the unlawful acts or omissions complained of herein under the doctrine of
19 "respondeat superior".

20 7. Plaintiff further brings this action as a representative of the State of California
21 and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties
22 pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq.,
23 for violations of numerous Labor Code provisions, including, but not limited to, sections 201-
24 203, 204, 226, 226.7, 245-248.6, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198,
25 1199, 2802 as well as violations of the applicable Wage Order.

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1 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a
2 California corporation, registered and doing business in California. Plaintiff also alleges that
3 Defendant is conducting business in good standing in California.

4 13. Plaintiff is ignorant of the true names, capacities, relationships and extent of
5 participation in the conduct herein alleged of the Defendant sued herein as DOES 1 through 50,
6 inclusive, but on information and belief alleges that these Defendants are legally responsible for
7 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff
8 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such
9 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of
10 each DOE Defendants when ascertained.

11 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
14 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as
15 the employer and/or joint employer of Plaintiff and Class.

16 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
18 managing agent, and/or principal of the Defendant, and in performing the actions mentioned
19 below was acting, at least in part, within the course and scope of that authority as such agent,
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
21 permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are
22 legally attributable to the other Defendant.

23 16. Plaintiff is informed and believes, and based thereon alleges, that each of the
24 Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,
25 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
26 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
27 within the course and scope of such employment and agency, with the express and implied
28 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

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18. A true and correct copy of Plaintiff's letter sent to the LWDA dated July 15, 2025, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not responded to the written notice.

20. More than sixty-five (65) days have passed without notice from the LWDA. Accordingly, all administrative prerequisites for filing this action have been fulfilled.

21. Plaintiff is employed by Defendant as a customer service representative from February 9, 2024 primarily in Los Angeles County.

23. Labor Code Section 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code Sections 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... "
2 See California Labor Code Section 1194.2.

3 24. Labor Code Sections 1194 and 1198 also provide that employees in California
4 shall not be employed more than eight hours in any workday unless they receive additional
5 compensation beyond their regular wages in amounts specified by law. Additionally, Labor
6 Code Section 1198 states that the employment of an employee for longer hours than those fixed
7 by the Industrial Welfare Commission is unlawful.

8 25. Labor Code § 510 provides that employees in California shall not be employed
9 more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive
10 additional compensation beyond their regular wages in amounts specified by law.

11 26. Labor Code § 515 (d) (1) provides that for the purpose of computing the overtime
12 rate of compensation required to be paid to a nonexempt full-time salaried employee, the
13 employee's regular hourly rate shall be 1/40th of the employee's weekly salary. Additionally,
14 pursuant to Labor Code § 515 (d) (2) payment of a fixed salary to a nonexempt employee shall
15 be deemed to provide compensation only for the employee's regular, nonovertime hours,
16 notwithstanding any private agreement to the contrary.

17 27. Labor Code Section 204 requires employers to pay employees all earned wages
18 two times per month on days designated in advance by the employer as regular paydays.
19 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
20 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
21 month during which the labor was performed, and labor performed between the 16th and the last
22 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
23 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
24 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
25 the wages are paid not more than seven calendar days following the close of the payroll period.
26 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
27 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
28 worked. Defendant systematically failed and refused to pay the employees all wages due, and

1 failed to pay those wages twice a month, in that employees were not paid all wages for all meal
2 periods not provided by Defendant, all wages for all rest periods not authorized and permitted by
3 Defendant, and all wages for all hours worked.

4 28. Further, Business and Professions Code Section 17203 provides that any person
5 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
6 Business and Professions Code Section 17204 provides that any person who has suffered actual
7 injury and has lost money or property as a result of the unfair competition may bring an action in
8 a court of competent jurisdiction.

9 29. An employee's regular rate of pay is properly determined by "dividing his total
10 remuneration for employment (except statutory exclusions) in any work week by the total number
11 of hours actually worked by him in that workweek for which such compensation was paid."
12 *Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal.App.4th 893, 905.) Thus,
13 employees "who receive incentive bonuses in addition to their guaranteed base pay clearly receive
14 a greater regular rate than the minimum base rate." *Id.* quoting *Walling v. Hamischfeger Corp.*
15 325 U.S. 427.431 (1945).

16 30. The California Supreme Court has issued a decision confirming the way employers
17 must compensate employees for missed meal and rest breaks under state law. *Ferra v. Loews*
18 *Hollywood Hotel, LLC*, 40 Cal.App.5th 1239 (2019). In *Ferra v. Loews Hollywood Hotel, LLC*,
19 the Court unanimously ruled that employers must pay their California employees premiums for
20 meal, rest, and recovery break violations at the employees' regular rate of pay as opposed to the
21 base hourly rate.

22 31. During all, or a portion of the Class Period, Plaintiff and each member of the Class
23 was employed by Defendant in the State of California.

24 32. Plaintiff and Class Members were non-exempt employees covered under one or
25 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,
26 regulations and statutes, and each Class Member was not subject to an exemption for executive,
27 administrative or professional employees, which imposed obligations on the part of Defendant to
28 pay Plaintiff and Class Members lawful overtime compensation.

1 33. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor
2 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
3 an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period
4 compensation.

5 34. During the Class Period, Defendant was obligated to pay Plaintiff and Class
6 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
7 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in
8 excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were
9 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
10 hours per workweek but were not paid at the proper overtime rate of pay.

11 35. During the Class Period, Defendant classified Plaintiff and Class Members as non-
12 exempt salaried employees but failed to comply to California overtime, meal and rest period
13 laws. Defendant paid a fixed salary to Plaintiff and Class Members even when they worked
14 more than 40 hours per week or 8 hours per day. Defendant failed to pay overtime or double
15 time pay to non-exempt salaried employees. Defendant also failed to provide compliant meal
16 and rest periods, reimburse business expenses to Plaintiff and Class Members amongst other
17 violations.

18 36. During the Class Period, Defendant regularly used a system of time rounding in a
19 manner that resulted, over a period of time, in failing to compensate Plaintiff and Class
20 Members properly for all the time they have actually worked, even though the realities of
21 Defendant's operations are such that it is possible, practical, and feasible to count and pay for
22 work time to the minute. Accordingly, Defendant frequently paid Plaintiff and Class Members
23 less than all their work time. Some of this unpaid work also should have been paid at the
24 overtime rate.
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26 37. During the Class Period, Defendant also maintained a policy and practice of
27 requiring Plaintiff and Class Members to perform work "off-the-clock". During the Class
28 Period, Plaintiff and Class Members were regularly required to clock out at the end of their

1 shifts and continue working off-the-clock, without compensation. During the Class Period,
2 Plaintiff and Class Members would also arrive earlier than their scheduled shifts to have
3 enough time to log in to their ADP account on the computer, to verify their account by getting
4 a code on their personal cell phones and by clocking in to work not later than the scheduled
5 shift start time, all off-the-clock, without compensation. Based on information and belief,
6 Plaintiff and Class Members have not been compensated for that time.

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8 38. During the Class Period, based on information and belief, Plaintiff and Class
9 Members also received additional remuneration such as bonuses. However, Defendant has not
10 compensated Plaintiff and Class Members at the proper overtime rate as Defendant did not
11 include the additional remuneration paid to Class Members in the regular rate of pay for
12 purposes of calculating overtime rate of pay and sick pay.

13 39. Defendant's automatic deduction and time rounding policies and practices for meal
14 periods, off-the clock/unpaid work completed during meal periods and/or time subject to
15 Defendant's control during off-the-clock meal periods (described above), and/or other off-the-
16 clock work resulted in the failure to account for all hours worked and thus the denial of
17 minimum wages as well as overtime wages owed to Plaintiff and Class Members who worked
18 more than eight (8) hours in a day or more than forty (40) hours in a week.

19 40. In maintaining a practice of not paying all wages owed, Defendant failed to
20 maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,
21 Defendant also failed to maintain accurate records of the hours Plaintiff and Class Members
22 worked.

23 41. During the Class Period, Defendant was obligated to provide Plaintiff and Class
24 with a work-free meal period within the first five (5) hours of a shift no later than the start of
25 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-
26 free meal period no later than the start of the eleventh hour of work in the workday. Here,
27 Defendant wrongfully failed to provide Plaintiff and Class Members with legally compliant
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1 meal periods. Defendant required Plaintiff and Class Members to regularly work in excess of
2 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,
3 duty-free meal period for every five hours of work, or without compensating Plaintiff and Class
4 Members for meal periods that were not provided by the end of the fifth hour of work or tenth
5 hour of work. Defendant did not adequately inform Plaintiff and Class Members of their right
6 to take their first meal period by the end of the fifth hour of work, or, for shifts greater than 10
7 hours, their second meal period by the end of the tenth hour of work. Moreover, Defendant did
8 not have adequate written policies or practices providing meal periods for Plaintiff and Class
9 Members, nor did Defendant has adequate policies or practices regarding the timing of meal
10 periods.

11 42. During the Class Period, Plaintiff and Class Members were not instructed and
12 required to record their meal periods. On information and belief, Defendant has not recorded meal
13 periods as required under California law. Instead, Defendant wrongfully deduced 30-minute meal
14 periods from Plaintiff's and Class Members pay regardless Plaintiff and Class Members took their
15 meal periods or not. Plaintiff and Class Members would regularly miss or take late or interrupted
16 meal periods. Additionally, Plaintiff and Class Members would regularly miss their first and
17 second rest periods. If, however, they had an opportunity to take rest periods, Defendant instructed
18 to combine first and second rest periods with 30-minute meal periods. Accordingly, Defendant's
19 policy and practice was to not provide meal periods to Plaintiff and Class Members in compliance
20 with California law.

21 43. Based on information and belief, despite Defendant's failure to provide lawful
22 meal periods, Defendant implemented a policy and/or practice of rounding the start and end times
23 of Plaintiff's and Class Members' meal periods and/or automatically deducting at least thirty
24 minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or
25 constructive knowledge that Plaintiff and Class Members did not receive lawful meal periods.

26 44. Moreover, based on information and belief, Defendant failed to keep accurate
27 records of the true start and end times of Plaintiff's and Class Members' meal periods. Based on
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1 information and belief, to the extent meal period were recorded, Defendant illegally rounded the
2 start and end times of purported meal periods resulting in Plaintiff and Class Members not being
3 paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN*
4 *Services, LLC* (2021) 11 Cal.5th 58.

5 45. Additionally, Defendant was obligated to provide Plaintiff and Class Members
6 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
7 day. Defendant, however, wrongfully failed to authorize and permit Plaintiff and Class Members
8 to take timely and duty-free rest periods. Defendant regularly required Plaintiff and Class
9 Members to work in excess of four consecutive hours a day without Defendant authorizing and
10 permitting them to take a ten minute, continuous and uninterrupted, rest period for every four
11 hours of work (or major fraction of four hours), or without compensating Plaintiff and Class
12 Members for rest periods that were not authorized or permitted. Defendant did not have adequate
13 policies or practices permitting or authorizing rest periods for Plaintiff and Class Members, nor
14 did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant
15 did not inform Plaintiff and Class Members of their right to take a rest period. Defendant did not
16 schedule rest periods every four hours or a major fraction. Plaintiff and Class Members would
17 regularly miss their first and second rest periods. If, however, they had an opportunity to take
18 rest periods, Defendant instructed to combine first and second rest periods with 30-minute meal
19 periods. Accordingly, Defendant's policy and practice was for Plaintiff and Class Members to
20 work through rest periods and to not authorize or permit them to take any rest periods.
21 Accordingly, Defendant's policy and practice was for Plaintiff and Class Members to work
22 through rest periods and to not authorize or permit them to take any rest periods.

23 46. California Labor Code Section 2802 requires employers to reimburse employees
24 for their necessary expenditures and losses incurred in direct consequence of the discharge of
25 their duties or of their obedience to directions of the employer.

26 47. During the Class Period, Defendant wrongfully required Plaintiff and Class
27 Members to pay expenses that they incurred in direct discharge of their duties for Defendant
28 without reimbursement. Plaintiff failed to reimburse Plaintiff and Class Members a reasonable

1 portion of their personal cell phone bills as Plaintiff and Class Members were required to use their
2 personal cell phones to receive a code on their cell phones to be able to log in to their ADP
3 accounts and to clock in to work before the start of every shift. Plaintiff and Class Members were
4 also required to wash the uniforms provided by Defendant at their own expense. Plaintiff and
5 Class Members incurred these expenses as a direct result of performing their job duties for
6 Defendant, and Defendant have failed to indemnify Plaintiff and Class Members for these
7 employment-related expenses.

8 48. Defendant continues to employ non-exempt, hourly-paid employees within
9 California.

10 49. Plaintiff and Class Members primarily performed non-exempt work, often in
11 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
12 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime
13 compensation at the rate of one and a half times their regular rate of pay and, when applicable,
14 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or
15 statutes.

16 50. During the Class Period, Defendant required Plaintiff and Class Members to work
17 regular hours, off the clock hours, and overtime hours without lawful compensation in violation
18 of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed
19 and refused, and continue to fail and refuse to pay compensation for all hours worked, including
20 lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and
21 refused, and continue to fail and refuse to pay due and owing wages promptly upon termination
22 of employment to Plaintiff and affected Class Members.

23 51. Class Members who ended their employment with Defendant during the Class
24 Period but were not paid the above due compensation for all hours worked timely upon the
25 termination of their employment as required by Labor Code Sections 201, 202, and 203 are
26 entitled to penalties as provided by Labor Code Section 203. These unpaid wages include wages
27 for unpaid work time, missed meal periods, and missed rest periods. Accordingly, Plaintiff and
28 Class Members are entitled to recover from Defendant their additionally accruing wages for each

1 day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to
2 Labor Code Section 203.

3 52. During the Class Period, Defendant failed to furnish Plaintiff and Class Members
4 with accurate, itemized wage statements showing all applicable hourly rates, all gross and net
5 wages earned including employees' total hours worked, correct hours worked, correct wages
6 earned for hours worked, correct overtime hours worked, correct wages for meal periods that
7 were not provided in accordance with California law, correct wages for rest periods that were
8 not authorized and permitted to take in accordance with California law. As a result of these
9 violations of California Labor Code Section 226(a), Plaintiff and Class Members are owed the
10 amounts provided for in California Labor Code Section 226(e), including actual damages.

11 53. During the Class Period, Defendant failed to provide correct paid sick leave to
12 Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick
13 leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave
14 hours on the correct number of hours worked (as a result of the rounding/automatic deduction
15 policies and practices for meal periods and/or shift start and end times/other required off-the-
16 clock work including but not limited to work completed during unpaid meal periods and by failing
17 to incorporate multiple rates of pay and/or all non-discretionary remuneration, including but not
18 limited to, non-discretionary bonuses and/or other non-discretionary compensation into the sick
19 leave pay rate calculation).

20 54. Based on information and belief, Defendant failed to provide notice of correct sick
21 leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent exercise
22 of their paid sick leave. But for this failure, Plaintiff and Class Members would have used their
23 paid sick leave at least prior to their respective separations, for as on several occasions thereafter,
24 he or she would have been entitled to use the banked sick leave and earn appropriate
25 compensation.

26 55. In violation of Labor Code Section 247.5, Defendant failed to maintain records
27 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and Class
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Members, permitting the presumption that Plaintiff and Class Members were entitled to the maximum number of hours accruable under this article.

56. Defendant unlawfully retained and continue to retain paid sick leave that should have been paid but was not, as a result of Defendant's failure to properly institute a paid sick leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code Sections 233 and 234, which incorporates the paid sick leave requirements.

57. Labor Code Sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including Sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of Sections 1198 and 1199, which subject Defendant to civil penalties under Labor Code Section 1197.1.

CLASS ALLEGATIONS

58. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

- (a) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite minimum, regular time rate, overtime rate and/or double-time rate, sick pay;
- (b) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not

1 been provided a meal period for shifts in excess of five (5) hours within the
2 first five (5) hours such shifts, and were not provided one (1) hour's pay for
3 each day during which a lawful meal period was not provided;

4 (c) All persons who are employed or have been employed by Defendant in the
5 State of California, and who, within the four (4) years of the filing of this
6 Complaint to the present, have worked as non-exempt employees and have not
7 been provided a rest period for every four (4) hours, or major fraction thereof,
8 worked per day, and were not provided compensation of one (1) hour's pay for
9 each day on which such rest period(s) was not provided;

10 (d) All persons who are employed or have been employed by Defendant in the
11 State of California, and who, within the four (4) years of the filing of this
12 Complaint to the present, have worked as non-exempt employees and have not
13 been reimbursed expenditures in discharge of their duties;

14 (e) All persons who are employed or have been employed by Defendant in the
15 State of California, and who, within the three (3) years of the filing of this
16 Complaint to the present, have worked as non-exempt employees and have
17 been terminated or resigned, and have not been paid wages pursuant to Labor
18 Code Section 203 and are owed restitution and waiting time penalties for
19 unpaid wages;

20 (f) All persons who are employed or have been employed by Defendant in the
21 State of California, and who, within the one (1) year of the filing of this
22 Complaint to the present have worked as non-exempt employees and were not
23 provided an accurate payroll record or wage statement as required under Labor
24 Code Sections 226 and 1174;

25 (g) All persons who are employed or have been employed by Defendant in the
26 State of California, and who, within the four (4) years of the filing of this
27 Complaint to the present, have worked as non-exempt employees and were
28 subjected to unlawful and unfair business practices within the meaning of

California's Unfair Competition Law and who suffered injury, including lost money, as a result of Defendant's unlawful and unfair business practices.

59. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

60. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

61. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure Section 382 because:

- (a) The questions of law and fact common to Class predominate over any question affecting only individual class members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class members;
- (c) Class is so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff and Class Members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties and in obtaining adequate compensation for the damages and injuries which Defendant's actions have inflicted upon Class;
- (f) There is a community of interest in ensuring that the combined assets and available insurance of the Defendant are sufficient to adequately compensate Class Members for the injuries sustained;
- (g) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

- 1 (1) Inconsistent or varying adjudications with respect to individual
2 members of the Class which would establish an incompatible
3 standard of conduct for Defendant; and/or
4 (2) Adjudications with respect to the individual members which
5 would, as a practical matter, be dispositive of the interests of other
6 members not parties to the adjudications, or would substantially
7 impair or impede their ability to protect their interests, including
8 but not limited to the potential for exhausting the funds available
9 from those parties who are, or may be, responsible Defendant; and
10 (h) Defendant has acted or refused to act on grounds generally applicable to
11 Class, thereby making final injunctive relief appropriate with respect to
12 Class as a whole.

13 62. There is a well-defined community of interest in the litigation and Class is
14 readily ascertainable:

- 15 (a) Numerosity: The members of Class (and each subclass, if any) are so
16 numerous that joinder of all members would be unfeasible and impractical.
17 The membership of the entire Class is unknown to Plaintiff at this time,
18 however, the Class is estimated to be greater than 100 individuals and the
19 identity of such membership is readily ascertainable by inspection of
20 Defendant's records.
21 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the
22 interests of each Class Member with whom there is a shared, well-defined
23 community of interest, and Plaintiff's claims (or defenses, if any) are typical
24 of all Class Members' claims as demonstrated herein.
25 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
26 the interests of each Class Member with whom there is a shared, well-
27 defined community of interest and typicality of claims, as demonstrated
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1 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
2 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
3 rules governing class action discovery, certification, and settlement.
4 Plaintiff has incurred, and throughout the duration of this action, will
5 continue to incur costs and attorneys' fees that have been, are, and will be
6 necessarily expended for the prosecution of this action for the substantial
7 benefit of each class member.

8 (d) Superiority: A Class Action is superior to other available methods for the
9 fair and efficient adjudication of the controversy, including consideration of:

- 10 1. The interests of the members of the Class in individually
11 controlling the prosecution or defense of separate actions;
- 12 2. The extent and nature of any litigation concerning the
13 controversy already commenced by or against members of the
14 Class;
- 15 3. The desirability or undesirability of concentrating the
16 litigation of the claims in the particular forum; and
- 17 4. The difficulties likely to be encountered in the management of
18 a class action.

19 (e) Public Policy Considerations: The public policy of the State of California is
20 to resolve the California Labor Code claims of many employees through a
21 class action. Indeed, current employees are often afraid to assert their rights
22 out of fear of direct or indirect retaliation. Former employees are also
23 fearful of bringing actions because they believe their former employers
24 might damage their future endeavors through negative references and/or
25 other means. Class actions provide the class members who are not named in
26 the complaint with a type of anonymity that allows for the vindication of
27 the complaint with a type of anonymity that allows for the vindication of
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1 their rights at the same time as their privacy is protected.

2 63. Plaintiff contemplates the eventual issuance of notice to the proposed members of
3 the Class that would set forth the subject and nature of the instant action. Defendant's own
4 business records may be utilized for assistance in the preparation and issuance of the
5 contemplated notices. To the extent that any further notices may be required, Plaintiff would
6 contemplate the use of additional techniques and forms commonly used in class actions, such as
7 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
8 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

9 **FIRST CAUSE OF ACTION**

10 **Failure to Pay All Wages, Sick Pay and Vacation for All Hours Worked**

11 **(Against Defendant, DOES 1 through 50, and each of them)**

12 64. Plaintiff and Class Members re-allege and incorporate by reference all preceding
13 paragraphs of this complaint as though fully set forth herein.

14 65. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in
15 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
16 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
17 any employee."

18 66. Labor Code § 515 (d) (1) provides that for the purpose of computing the overtime
19 rate of compensation required to be paid to a nonexempt full-time salaried employee, the
20 employee's regular hourly rate shall be 1/40th of the employee's weekly salary. Additionally,
21 pursuant to Labor Code § 515 (d) (2) payment of a fixed salary to a nonexempt employee shall
22 be deemed to provide compensation only for the employee's regular, nonovertime hours,
23 notwithstanding any private agreement to the contrary.

24 67. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement
25 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
26 overtime compensation applicable to the employee is entitled to recover in a civil action the
27 unpaid balance of the full amount of this minimum wage or overtime compensation, including
28 interest thereon, reasonable attorney's fees, and costs of suit."

1 68. Further, pursuant to Labor Code Section 1197, payment of less than the minimum
2 wage fixed by the Labor Commission is unlawful.

3 69. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
4 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
5 IWC Wage Order(s).

6 70. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and
7 Class Members for all hours worked, meaning the time during which an employee is subject to
8 the control of an employer, including all the time the employee is suffered or permitted to work,
9 whether or not required to do so.

10 71. Labor Code Section 204 requires employers to pay employees all earned wages
11 two times per month on days designated in advance by the employer as regular paydays.
12 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
13 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
14 month during which the labor was performed, and labor performed between the 16th and the last
15 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
16 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
17 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven calendar days following the close of the payroll period.
19 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all
20 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
21 worked. However, during Class period, Defendant systematically failed and refused to pay the
22 employees all wages due, and failed to pay those wages twice a month, in that employees were
23 not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods
24 not authorized and permitted by Defendant, and all wages for all hours worked.

25 72. Plaintiff and Class Members were required to work overtime in excess of eight (8)
26 hours per workday and in excess of forty (40) hours per workweek but were not paid at the
27 proper overtime rate of pay.

1 73. Defendant's pattern, practice and uniform administration of corporate policy
2 regarding illegal employee compensation as described herein is unlawful and creates an
3 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the
4 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
5 appropriate rate.

6 74. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under
7 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members
8 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours
9 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
10 unpaid and interest thereon.

11 75. During the Class Period, Defendant failed to provide correct paid sick leave to
12 Plaintiff and Class Members. Defendant improperly calculated the sick leave accrual and the sick
13 leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued sick leave
14 hours on the correct number of hours worked (as a result of the rounding/automatic deduction
15 policies and practices for meal periods and/or shift start and end times/other required off-the-
16 clock work including but not limited to work completed during unpaid meal periods and by
17 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including
18 but not limited to, non-discretionary bonuses and/or other non-discretionary compensation into
19 the sick leave pay rate calculation).

20 76. Based on information and belief, Defendant failed to provide accurate notice of
21 sick leave amount balance left for Plaintiff and Class Members, thus affecting their intelligent
22 exercise of their paid sick leave. But for this failure, Plaintiff and Class Members would have
23 used their paid sick leave at least prior to their respective separations, for as on several occasions
24 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
25 compensation.

26 77. In violation of Labor Code Section 247.5, Defendant failed to maintain records
27 documenting the correct hours worked and paid sick days accrued and used by Plaintiff and
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1 Class Members, permitting the presumption that Plaintiff and Class Members were entitled to the
2 maximum number of hours accruable under this article.

3 78. Defendant unlawfully retained and continue to retain paid sick leave that should
4 have been paid but was not, as a result of Defendant's failure to properly institute a paid sick
5 leave program. Accordingly, Plaintiff and Class Members are entitled to injunctive relief,
6 attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests
7 all relief pursuant to the aforementioned code provisions, including but not limited to Labor
8 Code Sections 233 and 234, which incorporates the paid sick leave requirements.

9 79. That calculation of individual damages for Class Members may at some point be
10 required does not foreclose the possibility of taking common evidence on questions regarding
11 their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*
12 *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)
13 30 Cal.3d 256).

14 80. As a result, Defendant is liable to Plaintiff and Class Members for the civil
15 penalties provided for in Labor Code Sections 210, 558, 1197.1 for failing to pay for all hours
16 worked, including overtime. This conduct also results in violations of Labor Code sections
17 218.5, 510, 515, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These
18 violations subject Defendant to civil penalties under Labor Code Sections 558, 558.1, 218.5 and
19 all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and
20 Wage Order provision results in a separate civil penalty, for each Class Member, for each pay
21 period during which the referenced statutes and Wage Order provisions were violated.

22 81. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287,
23 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

24 82. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that
25 the Court award reasonable attorneys' fees and costs incurred by them in this action.

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90. Plaintiff and Class Members are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages to which they were entitled for meal periods and that were not provided. As a result, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code sections 210, 558 for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198-1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code sections 558.1, 558 and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

91. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

92. The IWC Wage Orders and Labor Code Section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

93. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

1 94. Defendant failed and/or refused to implement a policy by which Plaintiff and Class
2 Members could receive rest periods and/or work free rest periods. By and through its actions,
3 Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in
4 violation of Labor Code Sections 226.7 and 512.

5 95. At all times relevant hereto, Plaintiff and Class have worked more than four (4)
6 hours in a workday.

7 96. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
8 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,
9 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
10 this Court and which will be ascertained according to proof at trial.

11 97. Plaintiff, individually and on behalf of employees similarly situated, requests
12 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years
13 prior to filing this Complaint, as well as the assessment of any statutory penalties against
14 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

15 98. Plaintiff and Class Members are thus entitled to be paid one hour of additional
16 wages for each workday he or she was not authorized and permitted to take all required rest
17 period(s). Defendant, however, regularly failed to pay Plaintiff and Class Members the
18 additional wages to which they were entitled for rest periods and that they were not authorized
19 and permitted to take. As a result, Defendant is liable to Plaintiff and Class Members for the
20 civil penalties provided for in Labor Code Sections 210, 558 for failing to authorize and permit
21 rest periods and pay rest period premium wages. The aforementioned conduct also results in
22 violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders,
23 Section 12(A). These violations subject Defendant to civil penalties under Labor Code sections
24 558, 2699, and all applicable IWC Wage Orders, Section 20. Each violation of each Labor Code
25 section and Wage Order provision results in a separate civil penalty, for each Class Member for
26 each pay period during which the referenced statutes and Wage Order provisions were violated.

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1 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods
2 or worked for hours not paid.

3 104. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
4 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
5 the total hours worked by the employee, causing the employee injury, then the employee is
6 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial
7 violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand
8 dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or
9 keep accurate records for Plaintiff and Class.

10 105. Defendant knew or should have known that Plaintiff and Class members were
11 entitled to receive accurate wage statements, which would include meal break premiums, and/or
12 rest break premiums, as required by Labor Code Section 226. As a result of Defendant violating
13 Labor Code Section 226, Plaintiff and Class Members suffered injury and damage to their
14 statutorily protected rights. Accordingly, Plaintiff and Class Members are entitled to recover
15 from Defendant the greater of their actual damages caused by Defendant's failure to comply with
16 Labor Code Section 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.
17 Moreover, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for
18 in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

19 106. Plaintiff seeks penalties under Labor Code Section 1174(d). Pursuant to Labor
20 Code Section 1174.5, any person, including any entity, employing labor who willfully fails to
21 maintain accurate and complete records required by Labor Code Section 1174 is subject to a
22 penalty under Section 1174.5. Pursuant to the applicable IWC Order section 7(A)(3), every
23 employer shall keep time records showing when the employee begins and ends each work period.
24 Meal periods and total hours worked daily shall also be recorded. Defendant, however, failed to
25 maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and
26 Class Members.

27 107. Defendant's failure to provide and maintain records required by the Labor Code
28 IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and

1 question the accuracy and frequency of meal periods, and the accuracy of their hours worked
2 stated in Defendant's records. Therefore, Plaintiff and Class Members had no way to dispute the
3 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to
4 Defendant. As a direct result, Plaintiff and Class Members have suffered and continue to suffer,
5 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
6 expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under
7 state law, all to their respective damage in amounts according to proof at trial. As a result of
8 Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders,
9 Plaintiff and Class Members have also suffered an injury in that they were prevented from
10 knowing, understanding, and disputing the wage payments paid to them. As a result, Defendant
11 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Section
12 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's
13 failure to keep accurate and complete payroll records for Plaintiff and Class Members violates
14 Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These
15 violations subject Defendant to civil penalties under Labor Code Sections 558.1, 226.6, 1174.5.
16 Each violation of each Labor Code section and Wage Order provision, for each Class Member,
17 results in a separate civil penalty.

18 108. Plaintiff is informed and believes that Defendant's failure to keep and maintain
19 accurate records and information, as described above, was willful, and Plaintiff and Class are
20 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Pay Wages upon Termination of Employment**

23 **(Against Defendant, DOES 1 through 50, and each of them)**

24 109. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs
25 of this complaint as though fully set forth herein.

26 110. Class Members who ended their employment with Defendant during the Class
27 Period, were entitled to be promptly paid for all hours worked, including lawful regular time
28 compensation, overtime compensation, double-time compensation, and other premiums, as

1 required by Labor Code Sections 201 through 203. They are also entitled to meal period and rest
2 period premium pay in accordance with Labor Code Sections 226 and 226.7.

3 111. Class Members were not compensated for their unlawful and/or missed meal
4 periods and/or rest periods, and were not paid proper regular time compensation, overtime
5 compensation or double-time compensation in accordance with law as a result of Defendant's
6 Labor Code violations.

7 112. To date, Class Members who ended their employment with Defendant during the
8 Class Period have not been compensated for all hours worked.

9 113. Plaintiff and Class Members seek the payment of penalties pursuant to Labor Code
10 Section 203, according to proof.

11 114. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code
12 Section 1194, and prejudgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **Failure to Reimburse for Necessary Business Expenditures**

15 **(Against Defendant, DOES 1 through 50, and each of them)**

16 115. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs
17 of this complaint as if fully alleged herein.

18 116. California Labor Code §2802, states "An employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence
20 of the discharge of his or her duties."

21 117. Plaintiff and Class incurred expenses as a direct result of performing their job
22 duties for Defendant, and Defendant has failed to indemnify Plaintiff and Class for these
23 employment-related expenses.

24 118. Defendant knowingly, willingly and intentionally attempted to offset the cost of
25 doing business on the Plaintiff and Class.

26 119. Defendant had a corporate practice and policy of requiring Plaintiff and Class to
27 shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and
28 Class for necessary expenditures.

120. Accordingly, Plaintiff and Class are entitled to an award of “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees and interest.

SEVENTH CAUSE OF ACTION

Unfair Business Practices

(Against Defendant, DOES 1 through 50, and each of them)

121. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

122. Business and Professions Code Section 17200 et seq. (also referred to herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

123. Business and Professions Code Section 17204 allows “a person who has suffered injury in fact and has lost money or property as a result of the unfair competition” to prosecute a civil action for violation of the Unfair Competition Law (“UCL”).

124. Labor Code Section 90.5, subdivision (a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

125. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code Sections 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802 as well as other statutes.

126. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code Section 17200 et seq.

1 127. The acts and practices described above constitute unfair, unlawful and fraudulent
2 business practices, and unfair competition, within the meaning of Business and Professions Code
3 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
4 similarly situated employees to labor for many consecutive hours without receiving the meal and
5 rest periods and overtime compensation to which they are entitled by law, while enabling
6 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

7 128. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury
8 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
9 hours worked.

10 129. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
11 and Class have suffered lost wages in an amount to be proven at trial.

12 130. Business and Professions Code Section 17203 provides that a court may make
13 such orders or judgments as may be necessary to prevent the use or employment by any person
14 of any practice which constitutes unfair competition. Injunctive relief is necessary and
15 appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts
16 and business practices alleged above.

17 131. Business and Professions Code Section 17203 provides that the Court may restore
18 to any person in interest any money or property that may have been acquired by means of such
19 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and
20 Professions Code Section 17203 for all wages and payments unlawfully withheld from
21 employees, including the fair value of the meal and rest periods taken away from them during the
22 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
23 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her
24 obedience to the directions of the employer.

25 132. Business and Professions Code Section 17202 provides, "Notwithstanding Section
26 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
27 forfeiture, or penal law in a case of unfair competition." Plaintiff and Class are entitled to enforce
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all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code Section 17202.

133. Plaintiff's success in this action will enforce important rights affecting public interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

134. Plaintiff herein takes upon herself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure Section 1021.5 and otherwise.

EIGHTH CAUSE OF ACTION

Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*

(Against Defendants, DOES 1 through 50, and each of them)

135. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this complaint, as if fully alleged herein.

136. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney General Act of 2004 ("PAGA.") (Labor Code sections 2698 *et seq.*)

137. PAGA permits an "aggrieved employee" to recover penalties on behalf of himself/herself and other employees subject to violations of the Labor Code, including violations of sections 201-203, 204, 226, 226.7, 245-248.6, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 as well as the applicable Wage Order.

138. Plaintiff is informed and believes Defendant at all relevant times employed one or more employees.

139. For those code sections that provide for the recovery of civil penalties, Plaintiff will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation

1 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
2 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

3 140. Section 2699, subdivision (a) provides that civil penalties may be “recovered
4 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
5 current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),
6 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an
7 award of reasonable attorneys’ fees and costs.

8 141. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
9 to civil penalties, attorneys’ fees and costs, according to proof.

10
11 **PRAYER FOR RELIEF**

12 Plaintiff, individually, and on behalf of all others similarly situated only with respect to
13 the class claims, prays for relief and judgment against Defendant as follows:

14 **Class Certification**

15 1. That this action be certified as a class action with respect to the First, Second,
16 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

17 2. That Plaintiff be appointed as the representative of the Class; and

18 3. That counsel for Plaintiff be appointed as Class Counsel.

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

20 4. That the Court declare, adjudge and decree that Defendant violated California
21 Labor Code Sections 204, 245-248.6, 510, 512, 515, 194, 1197, 1197.1, 1198, 1199 and
22 applicable IWC Wage Orders by willfully failing to pay all wages due and sick pay;

23 5. For general unpaid wages as may be appropriate;

24 6. For pre-judgment interest on any unpaid compensation commencing from the
25 date such amounts were due;

26 7. For liquidated damages;

27 8. For reasonable attorneys’ fees and for costs of suit incurred herein pursuant to
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1 California Labor Code § 1194(a); and,

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

4 As to the Second Cause of Action

5 10. That the Court declare, adjudge and decree that Defendant violated California
6 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

7 11. For unpaid meal period premium wages as may be appropriate;

8 12. For pre-judgment interest on any unpaid compensation commencing from the
9 date such amounts were due;

10 13. For reasonable attorneys' fees under California Code of Civil Procedure §
11 1021.5, and for costs of suit incurred herein; and

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

15 As to the Third Cause of Action

16 15. That the Court declare, adjudge and decree that Defendant violated California
17 Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

18 16. For unpaid rest period premium wages as may be appropriate;

19 17. For pre-judgment interest on any unpaid compensation commencing from the
20 date such amounts were due;

21 18. For reasonable attorneys' fees under California Code of Civil Procedure §
22 1021.5, and for costs of suit incurred herein; and

23 19. For such other and further relief as the Court may deem equitable and
24 appropriate.
25

26 As to the Fourth Cause of Action

1 20. That the Court declare, adjudge and decree that Defendant violated the record
2 keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage
3 Orders, and willfully failed to provide accurate itemized wage statements thereto;

4 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

5 22. For injunctive relief to ensure compliance with this Section, pursuant to
6 California Labor Code Section 226(h);

7 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

8 24. For such other and further relief as the Court may deem equitable and
9 appropriate.
10

11 As to the Fifth Cause of Action

12 25. That the Court declare, adjudge and decree that Defendant violated California
13 Labor Code Sections 201, 202, 203 by willfully failing to pay all compensation owed at the
14 time of termination of the employment;

15 26. For statutory wage penalties pursuant to California Labor Code § 203 for former
16 employees who have left Defendant's employ;

17 27. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

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

22 As to the Sixth Cause of Action

23 30. That the Court declare, adjudge and decree that Defendant violated Labor Code
24 Section 2802 and the IWC Wage Orders;

25 31. For general unpaid wages and reimbursement of business expenses as may be
26 appropriate;
27
28

1 32. For pre-judgment interest on any unpaid compensation commencing from the
2 date such amounts were due;

3 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 34. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to the Seventh Cause of Action

7 35. That the Court declare, adjudge and decree that Defendant violated California
8 Business & Professions Code Section 17200, *et seq.* by failing to pay wages for all hours
9 worked, failing to provide meal periods, failing to maintain accurate records of meal
10 periods, failing to authorize and permit rest periods, and failing to maintain accurate records
11 of all hours worked and meal periods, failing to furnish accurate wage statements, and
12 failing to indemnify necessary business expenses;

13 36. For restitution of unpaid wages to Plaintiff and all Class Members and
14 prejudgment interest from the day such amounts were due and payable;

15 37. For the appointment of a receiver to receive, manage and distribute any and all
16 funds disgorged from Defendant and determined to have been wrongfully acquired by
17 Defendant as a result of violations of California Business & Professions Code §§ 17200 *et*
18 *seq.*;

19 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Code of Civil Procedure Section 1021.5;

21 39. For injunctive relief to ensure compliance with this Section, pursuant to
22 California Business & Professions Code Sections 17200, *et seq.*; and,

23 40. For such other and further relief as the Court may deem equitable and
24 appropriate.
25

26 As to the Eighth Cause of Action
27
28

1 41. That the Court declare, adjudge and decree that Defendant violated the California
2 Labor Code by failing to pay wages for all hours worked and paid sick leave, failing to provide
3 meal periods, failing to maintain accurate records of meal periods, failing to authorize and
4 permit rest periods, failing to maintain accurate records of all hours worked and meal periods,
5 failing to indemnify necessary business expenses, failing to pay final wages at termination, and
6 failing to furnish accurate wage statements;

7 42. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all
8 other applicable Labor Code provisions;

9 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code § 2699;

11 44. For such other and further relief as the Court may deem equitable and
12 appropriate.
13

14 As to all Causes of Action

15 44. For any additional relief that the Court deems just and proper.

16
17 Dated: September 22, 2025

TUNYAN LAW, APC

18 
19 _____

20 Lilit Tunyan
21 Artur Tunyan
22 Attorneys for Plaintiff KARINA A. SANTOYO,
23 as an individual and on behalf of all
24 employees similarly situated
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27
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Dated: September 22, 2025

Thurs

Artur Tunyan

- 39 -

Exhibit “A”



535 N BRAND BLVD, SUITE 285
GLENDALE, CA 91203
www.tunyanlaw.com
323-410-5050
ltunyan@tunyanlaw.com

July 15, 2025

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

CT Corporation System
Agent for Service of Process for
Allied High Tech Products, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203

VIA CERTIFIED MAIL

Return Receipt Requested

Allied High Tech Products, Inc.
16207 Carmentina Road
Cerritos, CA 90703

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Santoyo v. Allied High Tech Products, Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Karina A. Santoyo ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her employer Allied High Tech Products, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former

aggrieved employees who worked for Defendant in California as a non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff is employed by Defendant as a customer service representative from February 9, 2024 primarily in Los Angeles County. Defendant classified Plaintiff as non-exempt from overtime and salaried employee. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Individual Liability Under Labor Code § 558.1

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, were employers or persons acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers

to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code § 515 (d) (1) provides that for the purpose of computing the overtime rate of compensation required to be paid to a nonexempt full-time salaried employee, the employee's regular hourly rate shall be 1/40th of the employee's weekly salary. Additionally, pursuant to Labor Code § 515 (d) (2) payment of a fixed salary to a nonexempt employee shall be deemed to provide compensation only for the employee's regular, nonovertime hours, notwithstanding any private agreement to the contrary.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendant classified Plaintiff and the Aggrieved Employees as non-exempt salaried employees but failed to comply to California overtime, meal and rest period laws. Defendant paid a fixed salary to Plaintiff and the Aggrieved employees even when they worked more than 40 hours per week or 8 hours per day. Defendant failed to pay overtime or double time pay to non-exempt salaried employees as confirmed by Plaintiff's wage statements. Defendant also failed to provide compliant meal and rest periods, reimburse business expenses to Plaintiff and the Aggrieved Employees amongst other violations.

Throughout the statutory time period, Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate.

Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work "off-the-clock". Throughout the statutory period, Plaintiff and the Aggrieved Employees were regularly required to clock out at the end of their shifts and continue working off-the-clock, without compensation. Throughout the statutory period, Plaintiff and the Aggrieved Employees would also arrive earlier than their scheduled shifts to have enough time to log in to their ADP account on the computer, to verify their account by getting a code on their personal cell phones and by clocking in to work not later than the scheduled shift start time, all off-the-clock, without compensation. Based on information and belief, Plaintiff and the Aggrieved Employees have not been compensated for that time.

Throughout the statutory period, based on information and belief, Plaintiff and the Aggrieved Employees also received additional remuneration such as bonuses. However, Defendant has not compensated Plaintiff and the Aggrieved Employees at the proper overtime rate as Defendant did not include the additional remuneration paid to the Aggrieved Employees in the regular rate of pay for purposes of calculating overtime rate of pay and sick pay.

Defendant's automatic deduction and time rounding policies and practices for meal periods, off-the clock/unpaid work completed during meal periods and/or time subject to Defendant's control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages owed to Plaintiff and the Aggrieved Employees who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours

worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees were not instructed and required to record their meal periods. On information and belief, Defendant has not recorded meal periods as required under California law. Instead, Defendant wrongfully deducted 30-minute meal periods from Plaintiff's and the Aggrieved Employees pay regardless Plaintiff and the Aggrieved Employees took their meal periods or not. Plaintiff and the Aggrieved Employees would regularly miss or take late or interrupted meal periods. Additionally, Plaintiff and the Aggrieved Employees would regularly miss their first and second rest periods. If, however, they had an opportunity to take rest periods, Defendant instructed to combine first and second rest periods with 30-minute meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on

information and belief, , to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Moreover, Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiff and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Plaintiff and the Aggrieved Employees would regularly miss their first and second rest periods. If, however, they had an opportunity to take rest periods, Defendant instructed to combine first and second rest periods with 30-minute meal periods.

Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Throughout the statutory period, Defendant failed to maintain accurate time records. Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage

Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff failed to reimburse Plaintiff and the Aggrieved Employees a reasonable portion of their personal cell phone bills as Plaintiff and the Aggrieved Employees were required to use their personal cell phones to receive a code on their cell phones to be able to log in to their ADP accounts and to clock in to work before the start of every shift. Plaintiff and the Aggrieved Employees were also required to wash the uniforms provided by Defendant at their own expense.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed and continue to

fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination. Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." Lab. Code § 226(e)(1).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Paid Sick Leave and Written Notice of Available Paid Sick Leave (Violations of Labor Code §§ 245-248.5)

Pursuant to Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the relevant time period, Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods).

Based on information and belief, Defendant further failed to provide notice of the correct sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

In violation of Labor Code § 247.5 Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

Standard Conditions of Labor Violations

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 515, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.
Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC



VERDUGO VIEJO
101 N VERDUGO RD
GLENDALE, CA 91206-9998
www.usps.com

07/15/2025

01:54 PM

TRACKING NUMBERS
70221670000137663278
9589 0710 5270 0112 6469 71

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PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope Glendale, CA 91203 Weight: 0 lb 2.40 oz Estimated Delivery Date Thu 07/17/2025 Certified Mail® Tracking #: 70221670000137663278	1		\$2.17
Return Receipt Tracking #: 9590 9402 8114 2349 9456 66			\$4.40
Total			\$11.87

First-Class Mail® Large Envelope Cerritos, CA 90703 Weight: 0 lb 2.40 oz Estimated Delivery Date Thu 07/17/2025 Certified Mail® Tracking #: 9589 0710 5270 0112 6469 71	1		\$2.17
Return Receipt Tracking #: 9590 9402 8114 2349 9456 73			\$4.40
Total			\$11.87

Grand Total: \$23.74

Credit Card Remit \$23.74

Card Name: AMEX
Account #: XXXXXXXXXXXX1001
Approval #: 872019
Transaction #: 379
AID: A000000025010801 Contactless
AL: AMERICAN EXPRESS
PIN: Not Required

TO REPORT AN ISSUE

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$2.17
Total Postage and Fees \$11.87

Sent To

Street and Apt. No., or

City, State, ZIP+4®

PS Form 3800, April 2

CT Corporation System
Agent for Service of Process
Allied High Tech Products, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$2.17
Total Postage and Fees \$11.87

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PS Form 3800, January

Allied High Tech Products, Inc.
16207 Carmentina Road
Cerritos, CA 90703

USPS TRACKING#



9590 9402 8114 2349 9456 66



First-Class Mail
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United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box*

TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CT Corporation System
Agent for Service of Process
Allied High Tech Products, Inc.
330 N Brand Blvd., Suite 700
Glendale, CA 91203



9590 9402 8114 2349 9456 66

2. Article Number (Transfer from service label)

7022 1670 0001 3766 3278

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

NDS

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

JUL 21 2025

Delivery Service

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(0)

Thank you for submission of your PAGA Case.



noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To ltunyan@tunyanlaw.com

7/15/2025

LWDA Case No. LWDA-CM-1111941-25

Law Firm : Tunyan Law, APC

Plaintiff Name : Karina A. Santoyo

Employer: Allied High Tech Products, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and h

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
6 a party to the within action; my business address is 535 N. Brand Blvd., Suite 285, Glendale, CA
7 91203.

8 On the date indicated below, I served the document described as: **FIRST AMENDED**
9 **COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested
10 parties as follows and as stated on the attached service list:

11 Mary E. Doerges Frey
12 mndoergesfrey@bohmwildish.com
13 Sherry D'Antony
14 sdantony@bohmwildish.com
15 James G. Bohm, Esq.
16 jbohms@bohmwildish.com
17 Rosanna Garcia
18 rgarcia@bohmwildish.com
19 Jade Doneza
20 jdoneza@bohmwildish.com
21 Joanne Freeman
22 jfreeman@bohmwildish.com
23 **Bohm Wildish & Matsen, LLP**
24 600 Anton Boulevard, Suite 640
25 Costa Mesa, CA 92626
26 Telephone: 714.384.6500
27 Fax: 714.384.6501

28 **Attorneys for Defendant ALLIED HIGH TECH PRODUCTS, INC.**

18 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
19 California, by e-mail delivery on the parties listed herein at their most recent known e-
20 mail address or e-mail of record in this action.

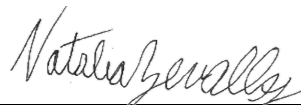
21 [✓] **BY ELECTRONIC SERVICE:** Based on a court order, Rule of Court, or an agreement of
22 the parties to accept electronic service, I caused the documents to be sent to the persons at
23 the electronic service addresses listed above via electronic mail. I did not receive an error
24 message.

25 I declare under penalty of perjury under the laws of the State of California that the above
26 is true and correct.

27 Executed on September 22, 2025 at Glendale, California.

28 Natalia Zevallos

Name



Signature