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 18 PHILLIPS FEED SERVICE, INC., a Pennsylvania
 corporation, dba PHILLIPS PET FOOD & SUPPLIES

19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 20 **COUNTY OF SACRAMENTO**

22 PATRICK LAMBERT, individually and behalf)
 of all other similarly situated employees,)

23 Plaintiff,

24 v.

25 PHILLIPS FEED SERVICE INC., a California)
 Corporation, PHILLIPS FEED SERVICE)
 26 COMPANY, INCORPORATED, and DOES 1)
 through 10, inclusive,)
 27

28 Defendant.

) Case No. 34-2022-00314487

) Assigned to the Hon. Lauri A. Damrell

) **JOINT STIPULATION AND [PROPOSED]**
ORDER ALLOWING FILING OF
SECOND AMENDED COMPLAINT

) Action Filed: January 25, 2022

FILED
 Superior Court of California
 County of Sacramento
 10/29/2025
 V. Aleman, Deputy

STIPULATION AND [PROPOSED] ORDER
 ALLOWING FILING OF SECOND
 AMENDED COMPLAINT

1 This Stipulation is made and entered into between Successor Plaintiff Patrick Lambert
2 (“Plaintiff”), and Defendant Phillips Feed Service, Inc. dba Phillips Pet Food & Supplies
3 (erroneously sued as Phillips Feed Service Inc. and Phillips Feed Service Company, Incorporated)
4 (“Defendant”) (collectively, Plaintiff and Defendant are referred to as the “Parties”), by and through
5 their respective counsel of record, with reference to the following:

6 WHEREAS, on January 25, 2022, Plaintiff Patrick Lambert filed his Class Action Complaint
7 in the Sacramento County Superior Court;

8 WHEREAS, on March 16, 2022, Plaintiff filed the First Amended Complaint in the Los
9 Angeles Superior Court;

10 WHEREAS, on October 15, 2025, this Court signed the Order on the Joint Stipulation
11 Allowing Decedent Plaintiff’s Successor in Interest to Continue Action.

12 WHEREAS, the Parties have reached a settlement in this matter. As a part of the Settlement
13 Agreement, the Parties stipulate to the filing of a Second Amended Complaint to reflect the addition
14 of Deorlandro Brown as an additional Plaintiff in this action, solely for purposes of the Settlement.
15 Per the Settlement Agreement, if the Court denies Final Approval of the Settlement despite best effort
16 of the Parties, the Second Amended Complaint becomes null and void with no force or effect;

17 WHEREAS, Defendant stipulates to jurisdiction in state court and agrees not to remove this
18 matter to federal court;

19 WHEREAS, upon the Court’s acceptance of the Second Amended Complaint, it shall be
20 deemed the Operative Complaint. Defendant shall not be required to file any response to the Second
21 Amended Complaint and Defendant’s current operative Answer shall be deemed the Answer to the
22 Second Amended Complaint.

23 WHEREAS, the Second Amended Complaint is attached hereto as Exhibit A.

24 NOW, THEREFORE, IT IS HEREBY STIPULATED that Plaintiffs’ request and Defendant
25 does not oppose Plaintiffs’ request that the Court Order that Plaintiffs’ Second Amended Complaint,
26 attached as Exhibit A, on the terms identified hereinabove shall be deemed filed as of the date of the
27 Court’s execution of this Order.
28

1 **IT IS SO STIPULATED.**

2
3 Dated: October 22, 2025

CAPSTONE LAW APC

4
5 By: 

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

8 Attorneys for Plaintiff and Proposed Class

9
10 Dated: October 22, 2025

DAVENPORT LAW PC

11
12 By: /s/ Ashley A Davenport

Ashley A. Davenport
Attorneys for Plaintiff and Proposed Class

13
14
15 Dated: October 22, 2025

CDF LABOR LAW LLP

16
17 By: /s/ Dan M. Forman

Dan M. Forman
Linda Wang

18 Attorneys for Defendant
19 PHILLIPS FEED SERVICE, INC., a Pennsylvania
20 corporation, dba PHILLIPS PET FOOD & SUPPLIES
21 (erroneously sued as PHILLIPS FEED SERVICE INC., a
22 California Corporation and PHILLIPS FEED SERVICE
23 COMPANY, INCORPORATED)

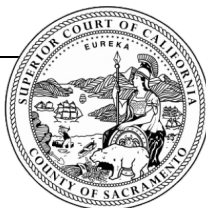
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ORDER

Plaintiff is hereby granted leave to file the Second Amended Complaint in the form attached to the Stipulation as Exhibit "A." Plaintiffs' Second Amended Complaint shall be deemed filed as of the date of the Court's execution of this Order.

IT IS SO ORDERED

Dated: 10/29/2025



A handwritten signature in dark ink, appearing to read "L. A. Damrell".

HON. LAURI A. DAMRELL
Judge of the Superior Court of the State of California

STIPULATION ALLOWING DECEDENT
PLAINTIFF'S SUCCESSOR IN INTEREST TO
CONTINUE ACTION

EXHIBIT “A”

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

PATRICK LAMBERT and
DEORLANDRO BROWN, individually and
behalf of all other similarly situated
employees,

Plaintiff,

v.

PHILLIPS FEED SERVICE INC., a
California Corporation, PHILLIPS FEED
SERVICE COMPANY, INCORPORATED,
and DOES 1 through 10, inclusive,

Defendants.

Case No. 34-2022-00314487

CLASS ACTION

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

- (1) Failure to Timely Pay for All Hours Worked;
- (2) Failure to Provide Meal Periods;
- (3) Failure to Provide Rest Periods;
- (4) Failure to Reimburse for Reasonable Business Expenses Incurred;
- (5) Non-Compliant Wage Statements;

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- (6) Wages Not Timely Paid Upon Termination;
- (7) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§2698 *et seq.* and
- (8) Violations of California Business & Professions Code §§ 17200, *et seq.*

Jury Trial Demanded

Plaintiffs Patrick Lambert and Deolandro Brown, individually and on behalf of all other members of the public similarly situated and as aggrieved employees and on behalf of all other aggrieved employees, based upon personal knowledge as to all acts or events that Plaintiffs have undertaken or witnessed, and upon information and belief as to all others similarly situated, allege as follows:

INTRODUCTION

1. This is a class action under California Civil Procedure Code §382 and California Labor Code §2698 *et seq.* (“PAGA”) to recover civil penalties, wages and all other available relief on behalf of Plaintiffs, the State of California, and other individuals who currently or formerly worked for Defendants in California as non-exempt, hourly-paid employees and suffered one or more of the Labor Code violations set forth below.

2. Defendants Phillips Feed Service, Inc. and Philips Feed Service Company, Incorporated (“Defendants” or “Phillips”) are a pet food supply company. This case seeks to put an end to Defendants’ unlawful wage and hour practices and to obtain redress in the form of unpaid wages to Plaintiffs and Plaintiff class for hours worked, injunctive relief, and other remedies. Plaintiffs are informed and believe that defendants have misled, and illegally profited from, the public, Plaintiffs and the Plaintiff Class. Workers employed by defendants are being exploited by illegal working conditions. This action has been brought in the public interest of exposing the unlawful, unfair and fraudulent business practices by defendants Plaintiff Lambert was employed as an Outbound Material Handler/Utility Associate and Plaintiff Brown worked as a Team Lead Night Shift (both non-exempt hourly positions) at a Phillips location in West Sacramento, California.

3. As set forth more fully below, Defendants have violated various sections of the California Labor Code and applicable Industrial Welfare Commission Wage Orders including, but not limited to, payment of wages for all hours worked, meal breaks, rest breaks, overtime and wage statement violations.

JURISDICTION AND PARTIES

4. The remedies sought by Plaintiffs exceed the minimal jurisdiction limits of the

1 Superior Court and will be established according to proof at trial. Based upon information,
2 investigation and analysis as of the filing date of this complaint, Plaintiffs allege that the amount
3 in controversy for named Plaintiffs, including claims for wages, civil and statutory penalties,
4 injunctive relief, and a pro rata share of attorneys' fees, is less than seventy-five thousand dollars
5 (\$75,000) and that the aggregate amount in controversy for the proposed class action, including
6 monetary damages, restitution, penalties, injunctive relief, and attorneys' fees, is less than five
7 million dollars (\$5,000,000), exclusive of interest and costs. Plaintiffs reserve the right to seek
8 a larger amount based upon new and different information resulting from investigation and
9 discovery.

10 5. This Court has jurisdiction over this action pursuant to the California
11 Constitution, Article VI, section 10. The statutes under which this action is brought do not
12 specify any other basis for jurisdiction.

13 6. This Court has jurisdiction over Defendants because, upon information and
14 belief, the named Defendants are either a citizen of California, have sufficient minimum
15 contacts in California, or otherwise intentionally avail themselves of the California market so
16 as to render the exercise of jurisdiction over them by the California courts consistent with
17 traditional notions of fair play and substantial justice.

18 7. Venue is proper in this Court because Defendants employ persons, including
19 Plaintiff and other class members, in this county and thus a substantial portion of the
20 transactions and occurrences related to this action occurred in this county.

21 8. Plaintiff Patrick Lambert is a resident of California in Sacramento County, State
22 of California. Defendants employed Plaintiff Lambert as an hourly paid, non-exempt Outbound
23 Material Handler/Utility Associate at Defendants' West Sacramento, California location from
24 February 2019 through February 2021. Plaintiff typically worked nine to twelve hours per day,
25 four to five days per week. Mr. Lambert's job duties included, without limitation, operating the
26 forklift, pulling pallets, organizing pallets, fixing pallets, and loading trailers.

27 9. Plaintiff Deorlandro Brown was at all relevant times a resident of California in
28 Sacramento County, State of California. Defendants employed Plaintiff Brown as an hourly

1 paid, nonexempt Team Lead Night Shift at Defendants' West Sacramento, California location
2 from June 2017 through November 2021. Plaintiff typically worked nine to twelve hours per
3 day, for our five days per week.

4 10. Plaintiffs are informed and believe and thereon allege that at all material times
5 mentioned herein Defendants Phillips Feed Service, Inc. and Phillips Feed Service Company,
6 Incorporated are, and were organized and existing under the laws of the State of California. At
7 all times material mentioned herein Phillips Feed Service, Inc. and Phillips Feed Service
8 Company, Incorporated regularly did, and continue to do, business throughout California with
9 principal places of business located in the County of Sacramento, State of California.

10 11. Plaintiffs are unaware of the true names or capacities of the Defendants sued
11 herein under the fictitious names DOES 1 through 10 but will seek leave of this Court to amend
12 the complaint and serve such fictitiously named Defendants once their names and capacities
13 become known.

14 12. At all relevant times, Defendants, and each of them, ratified each and every act
15 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
16 and abetted the acts and omissions of each and all the other Defendants in proximately causing
17 the damages herein alleged.

18 13. Plaintiffs are informed and believe, and thereon allege, that each of said
19 Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 14. Under California law, Defendants are jointly and severally liable as employers
22 for the violations alleged herein because they have each exercised sufficient control over the
23 wages, hours, working conditions, and employment status of Plaintiffs and class members. Each
24 Defendant had the power to hire and fire Plaintiffs and class members, supervised and controlled
25 their work schedule and/or conditions of employment, determined their rate of pay, and
26 maintained their employment records. Defendants suffered or permitted Plaintiffs and class
27 members to work and/or "engaged" Plaintiffs and class members so as to create a common-law
28 employment relationship. As joint employers of Plaintiffs and class members, Defendants are

1 jointly and severally liable for the civil penalties and all other relief available to Plaintiffs and
2 class members under the law.

3 15. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
4 Defendants, and each of them, have acted as joint employers with respect to Plaintiffs and class
5 members because Defendants have:

- 6 (a) Jointly exercised meaningful control over the work performed by Plaintiffs and
7 class members;
- 8 (b) Jointly exercised meaningful control over Plaintiffs and class members' wages,
9 hours, and working conditions, including the quantity, quality standards, speed,
10 scheduling, and operative details of the tasks performed by Plaintiffs and class
11 members;
- 12 (c) Jointly required that Plaintiffs and class members perform work that is an integral
13 part of Defendants' businesses; and
- 14 (d) Jointly exercised control over Plaintiffs and class members as a matter of
15 economic reality in that Plaintiffs and class members were dependent on
16 Defendants, who shared the power to set the wages of Plaintiffs and class
17 members and determined their working conditions, and who jointly reaped the
18 benefits from the underpayment of their wages and noncompliance with other
19 statutory provisions governing their employment.

20 16. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
21 there has existed a unity of interest and ownership between Defendants such that any
22 individuality and separateness between the entities has ceased. Defendants are therefore alter
23 egos of each other. Adherence to the fiction of the separate existence of Defendants would
24 permit an abuse of the corporate privilege, and would promote injustice by protecting
25 Defendants from liability for the wrongful acts committed by them under the name of Phillips.

26 **CLASS ACTION ALLEGATIONS**

27 17. Plaintiffs bring this action on their own behalf, as well as on behalf of each and
28 all other persons similarly situated, and thus seeks class certification under California Code of

Civil Procedure §382.

18. All claims alleged herein arise under California law for which Plaintiffs seek relief authorized by California law.

19. Plaintiffs' proposed class consists of and is defined as follows:

All persons who are or were employed by Defendants in a non-exempt, hourly-paid position within four years prior to the filing of the original complaint until the date of certification. For Class Members who worked or are working as commercial truck drivers, those day(s) or week(s) working as commercial truck drivers will be excluded ("Class"). Employees who worked only as commercial truck drivers will be excluded from the Class entirely.

20. Plaintiffs' proposed subclass consists of and is defined as follows:

All persons who are or were employed by Defendants in a non-exempt, hourly-paid position within one year prior to the filing of the original complaint until the date of certification ("One-Year Subclass").

21. Plaintiffs reserve the right to redefine the class and subclass and to add additional subclasses as appropriate based on discovery and specific theories of liability.

22. Members of the Class and One-Year Subclass will be referred to herein as "class members."

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

- (a) Whether Defendants deprived Plaintiffs and class members of statutorily mandated meal periods or required Plaintiffs and class members to work during meal periods without compensation;
- (b) Whether Defendants deprived Plaintiffs and class members of statutorily mandated rest periods or required Plaintiffs and class members to work during rest periods without compensation;
- (c) Whether Defendants required Plaintiffs and class members to work off-the-clock without payment;
- (d) Whether Defendants required Plaintiffs and class members to work over eight (8) hours per day, over twelve (12) hours per day, and/or over forty

(40) hours per week and failed to pay legally required overtime compensation to Plaintiffs and class members;

(e) Whether Defendants failed to pay at least minimum wages for all hours worked by Plaintiffs and class members;

(f) Whether Defendants complied with wage reporting as required by California Labor Code §226(a);

(g) Whether Defendants failed to timely pay overtime wages, minimum wages, vacation pay, and meal and rest period premiums at the regular rate to Plaintiffs and class members during their employment;

(h) Whether Defendants failed to pay earned overtime wages, minimum wages, and meal and rest period premiums at the regular rate of pay owed to formerly employed class members upon their discharge;

(i) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code §§17200, *et seq.*; and

(j) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

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

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

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

1 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately
2 protect the interests of each class member with whom he has a well-
3 defined community of interest and typicality of claims, as demonstrated
4 herein. Plaintiffs acknowledge that he has an obligation to make known
5 to the Court any relationship, conflicts or differences with any class
6 member. Plaintiffs' attorneys, the proposed class counsel, are versed in
7 the rules governing class action discovery, certification, and settlement.
8 Plaintiffs have incurred, and throughout the duration of this action, will
9 continue to incur costs and attorneys' fees that have been, are, and will
10 be necessarily expended for the prosecution of this action for the
11 substantial benefit of each class member.

12 (d) Superiority: The nature of this action makes the use of class action
13 adjudication superior to other methods. A class action will achieve
14 economies of time, effort and expense as compared with separate
15 lawsuits, and will avoid inconsistent outcomes because the same issues
16 can be adjudicated in the same manner and at the same time for the entire
17 class.

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

27 **GENERAL ALLEGATIONS**

28 25. Defendants are a premier pet food and pet supply distributor, servicing pet

1 specialty markets throughout California. Plaintiffs are informed and believe and based thereon
2 allege that Defendants maintain a single, centralized Human Resource department at its
3 company headquarters in West Sacramento, California. At all times relevant, Defendants issued
4 and maintained uniform, standardized scheduling and timekeeping practices and procedures for
5 all non-exempt hourly paid employees in California including Plaintiffs and other class
6 members, regardless of their location or position.

7 26. Plaintiffs were employed by Defendants on an hourly basis, with Plaintiff
8 Lambert as an Outbound Material Handler/Utility Associate and Plaintiff Brown as a Team
9 Lead Night Shift in Defendants' West Sacramento, California location. Plaintiffs and other
10 employees were compensated on an hourly basis by Defendants and received a paycheck every
11 two weeks, which purported to compensate Plaintiffs, and all similarly situated employees for
12 all hours worked. However, these hourly compensated employees did not keep their own time
13 and are not compensated for all hours worked. Defendants did not keep proper records of the
14 actual hours worked by the hourly employees.

15 27. Plaintiffs are informed and believe, and thereon allege, that class members were
16 not paid for all hours worked, because all hours worked were not recorded.

17 28. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
18 should have known that Plaintiffs and class members were entitled to receive certain wages for
19 overtime compensation but were not receiving those wages, including proper payment at
20 Plaintiffs and class members' regular rate of pay.

21 29. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
22 should have known that Plaintiffs and class members were entitled to receive at least minimum
23 wages for compensation, but, in violation of the California Labor Code, they were not receiving
24 at least minimum wages for work done off-the-clock.

25 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
26 should have known that Plaintiffs and class members were entitled to receive all meal periods
27 or payment of one (1) additional hour of pay at Plaintiffs and class members' regular rates of
28 pay when they did not receive a timely uninterrupted meal period but did not receive all meal

1 periods or payment of one (1) additional hour of pay at Plaintiffs and class members' regular
2 rates of pay when they were not provided a timely uninterrupted meal period.

3 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
4 should have known that Plaintiffs and class members were entitled to receive all rest periods or
5 payment of one (1) additional hour of pay at Plaintiffs and class members' regular rates of pay
6 when a rest period was missed but did not receive all rest periods or payment of one (1)
7 additional hour of pay at Plaintiffs and class members' regular rate of pay when a rest period
8 was not provided.

9 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
10 should have known that Plaintiffs and class members were entitled to receive complete and
11 accurate wage statements in accordance with California law that contained the requisite
12 information on each wage statement. In violation of the California Labor Code, Plaintiffs and
13 class members were not provided complete and accurate wage statements. The paystubs
14 provided to Plaintiffs do not set forth the applicable hourly rates of pay, or the employees'
15 available sick pay hours. The itemized statements further fail to provide compensation for
16 missed meal and/or rest periods. As such, Plaintiffs are informed and believe and on that basis
17 allege that Defendants also failed to maintain accurate itemized statements of wages and
18 deductions as required by California Labor Code § 226.

19 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
20 should have known that Plaintiffs and class members were entitled to timely payment of wages
21 during their employment. In violation of the California Labor Code, Plaintiffs and class
22 members did not receive payment of all wages, including, but not limited to, overtime wages,
23 minimum wages, and meal and rest period premium wages, within permissible time periods.

24 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
25 should have known that Plaintiffs and class members were entitled to receive all wages upon
26 termination. In violation of the California Labor Code, formerly employed Plaintiffs and class
27 members did not receive payment of all wages, including, without limitation, vacation pay,
28 minimum wages, overtime wages, and meal and rest period premium wages.

1 35. Plaintiffs seek payment of wages owed to Plaintiffs and class members, plus all
2 California Labor Code benefits based on the sums withheld from Plaintiffs and the failure to
3 comply with the California Labor Code, plus penalties, attorneys' fees and costs as provided by
4 statute.

5 36. Plaintiffs also seek restitution and disgorgement of all sums wrongfully obtained
6 by Defendants in violation of the UCL to prevent defendants from benefitting from its violations
7 of law and/or unfair acts. Such sums paid under the UCL are equitable in nature and are not to
8 be considered damages. Plaintiffs are also entitled to costs, attorneys' fees, interest, and
9 penalties as provided for by the California Labor Code and Business & Professions Code.

10 **PAGA REPRESENTATIVE ALLEGATIONS**

11 37. At all times herein set forth, PAGA provides that any provision of law under the
12 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
13 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
14 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
15 behalf of themselves and other current or former employees pursuant to procedures outlined in
16 California Labor Code §2699.3.

17 38. PAGA defines an "aggrieved employee" in Labor Code §2699(c) as "any person
18 who was employed by the alleged violator and against whom one or more of the alleged
19 violations was committed."

20 39. Plaintiffs and other current and former employees of Defendants are "aggrieved
21 employees" as defined by Labor Code §2699(C) in that they are all Defendants' current or
22 former employees and one or more of the alleged violations were committed against them.

23 40. Pursuant to California Labor Code §§2699.3 and 2699.5, an aggrieved employee,
24 including Plaintiffs, may pursue a civil action arising under PAGA after the following
25 requirements have been met:

- 26 a. The aggrieved employee or representative shall give written notice by online
27 filing with the LWDA and by certified mail to the employer of the specific
28 provisions of the California Labor Code alleged to have been violated,

1 including the facts and theories to support the alleged violation.

- 2 b. An aggrieved employee's notice filed with the LWDA pursuant to §2699.3(a)
3 and any employer response to that notice shall be accompanied by a filing fee
4 of seventy-five dollars (\$75).
- 5 c. The LWDA shall notify the employer and the aggrieved employee or
6 representative by certified mail that it does not intend to investigate the
7 alleged violation ("LWDA's Notice") within sixty (60) calendar days of the
8 postmark date of the aggrieved employee's notice. Upon receipt of the
9 LWDA Notice, or if not LWDA Notice is provided within sixty-five (65)
10 calendar days of the postmark date of the aggrieved employee's notice, the
11 aggrieved employee may commence a civil action pursuant to California
12 Labor Code §2699 to recover civil penalties.

13 41. Pursuant to California Labor Code §2699.3(c), aggrieved employees, through
14 Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other
15 than those listed in Section 2699.5 after the following requirements have been met:

- 16 a. The aggrieved employee or representative shall give written notice by online
17 filing with the LWDA and by certified mail to the employer of the specific
18 provisions of the California Labor Code alleged to have been violated (other
19 than those listed in Section 2699.5), including the facts and theories to
20 support the alleged violation.
- 21 b. An aggrieved employee's notice filed with the LWDA pursuant to §2699.3(a)
22 and any employer response to that notice shall be accompanied by a filing fee
23 of seventy-five dollars (\$75).
- 24 c. The employer may cure the alleged violation within thirty-three (33) calendar
25 days of the postmark date of the notice sent by the aggrieved employee or
26 representative. The employer shall give written notice within that period of
27 time by certified mail to the aggrieved employee or representative and by
28 online filing with the LWDA if the alleged violation is cured, including a

description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to 2699.

42. On January 7, 2022, Plaintiff Lambert provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff Lambert's written notice was accompanied by the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA administrator acknowledged receipt of Plaintiff Lambert's written notice and assigned Plaintiff Lambert PAGA Case Number LWDA-CM-861676-22. A true and correct copy of Plaintiff Lambert's written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

43. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

44. On July 3, 2025, Plaintiff Brown provided written notice by online filing to the LWDA and by Certified Mail to Defendant of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code §2699.3. Plaintiff Brown's written notice was accompanied by the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA administrator acknowledged receipt of Plaintiff Brown's written notice and assigned Plaintiff Brown PAGA Case Number LWDA-CM-1109654-25.

45. Thus, Plaintiffs have satisfied the administrative prerequisites under California Labor Code §§2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code §§201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and 2802.

46. Labor Code §558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision

1 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
2 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
3 underpaid employee for each pay period for which the employee was underpaid (2) For
4 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each
5 pay period for which the employee was underpaid” Labor Code §558(c) provides “[t]he
6 civil penalties provided for in this section are in addition to any other civil or criminal penalty
7 provided by law.”

8 47. Defendants, at all times relevant to this complaint, were employers or persons
9 acting on behalf of an employer(s) who violated Plaintiffs and other aggrieved employees’ rights
10 by violating various sections of the California Labor Code as set forth herein.

11 48. As set forth herein, Defendants have violated numerous provisions of both the
12 California Labor Code section relating hours and days of work as well as the applicable IWC
13 Wage Order.

14 49. Pursuant to PAGA, and in particular, California Labor Code §§2699(a),
15 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as
16 private attorneys general, seek assessment and collection of civil penalties for themselves, all
17 other aggrieved employees, and the State of California against Defendants for violations of
18 California Labor Code §§201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d),
19 1182.12, 1194, 1197, 1197.1, 1198 and 2802.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Timely Pay Wages for All Hours Worked** 22 **(Against All Defendants)**

23 50. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
24 every allegation set forth above.

25 51. California Labor Code §1198 makes it illegal to employ an employee under
26 conditions of labor that are prohibited by the applicable wage order. California Labor Code
27 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
28 be the . . . standard conditions of labor for employees. The employment of any employee . . .

1 under conditions of labor prohibited by the order is unlawful.”

2 52. The Industrial Welfare Commission (“IWC”) promulgates administrative
3 regulations known as “wage orders” to regulate wages, work hours, and working conditions in
4 various industries. The Wage Order defines “hours worked” at Section 2(H) as “the time during
5 which an employee is subject to the control of an employer, and includes all the time the
6 employee is suffered or permitted to work, whether or not required to do so.”

7 53. California Labor Code §1198 and the applicable Industrial Welfare Commission
8 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them
9 at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay,
10 depending on the number of hours worked by the person on a daily or weekly basis.

11 54. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 was required to pay Plaintiff and class members employed by Defendants and working more
13 than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-
14 and-one-half of their regular rate of pay for all hours worked in excess of eight (8) hours in a
15 day or more than forty (40) hours in a workweek.

16 55. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiff and class members employed by Defendants and working more than
18 twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of
19 pay.

20 56. California Labor Code §510 codifies the right to overtime compensation at one-
21 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
22 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work
23 and to overtime compensation at twice the regular hourly rate for hours worked in excess of
24 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

25 57. At all relevant times, California Labor Code §§1194, 1197 and 1197.1 provide
26 that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
27 employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

28 58. At all times relevant herein, Defendants failed to compensate Plaintiffs and the

1 class for all hours worked by not compensating them for work performed. Defendants’
2 established policies did not provide a system for the accurate documentation of hours worked,
3 resulting in the payment of wages for the reduced, rounded, scheduled hours of pay, rather than
4 the actual hours worked by each employee.

5 59. During the relevant time period, Plaintiffs and class members worked in excess
6 of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
7 hours in a week. Defendants failed to pay Plaintiffs and class members at the appropriate
8 overtime rates.

9 60. To the extent that any off-the-clock hours described above did not qualify for
10 overtime payment, Plaintiffs and class members were not paid even minimum wages for the
11 time. Also, Plaintiffs and class members were not paid even minimum wages on a cumulative
12 basis for all of the hours they worked as a result of this off-the-clock work. Accordingly,
13 Defendants regularly failed to pay at least minimum wages to Plaintiffs and class members for
14 all of the hours they worked in violation of California Labor Code §§1194, 1197 and 1197.1.

15 61. Defendants’ failure to pay Plaintiffs and class members the minimum wage as
16 required violates California Labor Code §§1194, 1197 and 1197.1. Pursuant to those sections,
17 Plaintiffs and class members are entitled to recover the unpaid balance of their minimum wage
18 compensation, as well as interest, costs, and attorney’s fees.

19 62. Defendants’ failure to pay Plaintiffs and class members the unpaid balance of
20 overtime compensation, as required by California law, violates the provisions of California
21 Labor Code §§510 and 1198, and is therefore unlawful.

22 **SECOND CAUSE OF ACTION**
23 **Failure to Provide Meal Periods**
24 **(Against All Defendants)**

25 63. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
26 every allegation set forth above.

27 64. At all relevant times herein set forth, the applicable IWC Wage Order(s) and
28 California Labor Code §§226.7 and 512(a) were applicable to Plaintiffs and the other class

members' employment by Defendants and each of them.

65. At all relevant times herein set forth, California Labor Code §226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

66. At all relevant times herein set forth, California Labor Code §512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

67. During the relevant time period, Plaintiffs and class members scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

68. Pursuant to the applicable IWC Wage Order(s) and California Labor Code §226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate for each workday that the meal period was not provided.

69. During the relevant time period, Defendants failed to provide and/or willfully required Plaintiffs and class members to work during meal periods, but failed to compensate Plaintiff and class members for work performed during meal periods. Plaintiffs and class members were not relieved of all duties or free to leave the premises when working through meal periods.

70. Defendants also did not pay a meal period premium of one hour's pay at the employee's regular rate when a compliant meal period was not provided. Thus, Defendants failed to pay Plaintiffs and class members all the meal period premiums due in violation of the applicable Industrial Welfare Commission (IWC) Wage Order(s), and California Labor Code §§226.7 and 512(a).

71. Pursuant to the applicable IWC Wage Order(s) and California Labor Code §226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at each employee's regular rate of pay for each workday that the meal period was not provided.

THIRD CAUSE OF ACTION
Failure to Provide Rest Periods
(Against All Defendants)

72. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

73. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code §226.7 were applicable to Plaintiffs and class members' employment by Defendants.

74. At all relevant times, California Labor Code §226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

75. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

76. Pursuant to the applicable IWC Wage Order and California Labor Code §226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate for each work day that the rest period was not provided.

77. During the relevant time period, Defendants required Plaintiffs and class members to work four (4) or more hours or major fraction thereof without authorizing or permitting a ten (10) minute rest period. Specifically, Defendants failed to authorize or permit rest breaks for

1 shifts between 3.5 and 4 hours, second rest breaks for shifts between 6 and 8 hours, and third rest
2 breaks for shifts between 10 and 12 hours. Plaintiffs and class members did not receive duty-free
3 rest breaks.

4 78. Defendants also failed to pay Plaintiffs and class members the full rest period
5 premium at their regular rate of pay due when rest periods were missed, not provided, or not
6 duty free, in violation of California Labor Code §226.7 and the applicable IWC Wage Order.

7 79. Pursuant to the applicable IWC Wage Order and California Labor Code
8 §226.7(b), Plaintiffs and class members are entitled to recover from Defendants one (1)
9 additional hour of pay at the employee's regular rate for each work day that the rest period was
10 not provided.

11 **FOURTH CAUSE OF ACTION**
12 **Failure to Reimburse for Reasonable Business Expenses**
13 **(Against all Defendants)**

14 80. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
15 every allegation set forth above.

16 81. Pursuant to California Labor Code §2802, Defendants are required to reimburse
17 Plaintiffs and the Class for expenses incurred by them in the performance of their job duties
18 (which includes, but is not limited to, travel to company mandated testing/examinations,
19 uniform requirements, personal cell phone).

20 82. Defendants did not reimburse Plaintiffs or class members for business expenses
21 incurred as a condition of and in the discharge of their employment duties, such as those costs
22 associated with the required uniforms, mileage/travel and personal cell phone use. For all times
23 relevant herein, Defendants had a policy of requiring Plaintiffs and class members to wear
24 specific items of clothing, including steel toed boots. Plaintiffs and class members were not
25 fully reimbursed for this necessary expense and therefore incurred costs for their uniforms, and
26 were not reimbursed for these full costs by Defendants. Defendants also had a company-wide
27 policy of requiring class members to travel to medical facilities on their own time and using
28 their own personal vehicles or alternate transportation to obtain mandatory drug testing and/or
physical examinations, with Defendants selecting the provider/facility where the testing and/or

1 examination would take place. Defendants also determined the scope of the testing and/or
2 examinations and required class members to use their own vehicles or obtain alternate
3 transportation without reimbursement.

4 83. As a proximate result of the aforementioned violations, Plaintiffs and class
5 members have been damaged in an amount according to proof at the time of trial.

6 84. Defendants' pattern, practice and consistent administration of corporate policy
7 regarding the failure to reimburse business expenses are unlawful. Pursuant to Labor Code
8 §2802, Plaintiffs and class members are entitled to recover from Defendants the full amount of
9 the expenses they incurred in the course of their job duties, plus interest, reasonable attorneys'
10 fees and costs of suit.

11 **FIFTH CAUSE OF ACTION**
12 **Non-Compliant Wage Statements**
13 **(Plaintiff Lambert Against All Defendants)**

14 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
15 every allegation set forth above.

16 86. At all material times set forth herein, California Labor Code §226(a) provides
17 that every employer shall furnish each of his or her employees an accurate itemized wage
18 statement in writing, including, but not limited to, all applicable hourly rates, gross wages
19 earned, and total hours worked.

20 87. Every other week, Defendants paid earned wages to its employees. Defendants
21 furnished Plaintiffs and class members with an itemized statement in writing ("Earning
22 Statement") every other week. These Earning Statements purportedly contained data for
23 separate periods, but did not identify the inclusive dates of the period for which the employee
24 is paid. Defendants failed to provide Plaintiffs and class members with an accurate itemized
25 wage statement on each wage payment.

26 88. Defendants have intentionally and willfully failed to provide employees with
27 complete and accurate wage statements. During the applicable statutory period, Defendants
28 failed to furnish Plaintiffs and class members with itemized wage statements correctly

1 identifying all applicable hourly rates, gross wages earned and total hours worked, among
2 others. For example, Plaintiffs' wage statements did not show all the hours worked during on-
3 duty meal periods, as alleged herein.

4 89. Also, Defendants issued wage statements to Plaintiffs and class members that
5 failed to include the meal period and rest break premiums owed them pursuant to California
6 Labor Code §226.7. Additionally, §226(a) requires an employer to keep a full copy of all wage
7 statements provided to class members for at least three years. Defendants failed to maintain such
8 records and have not provided Plaintiffs and other employees with properly itemized and accurate
9 wage statements.

10 90. As a result of Defendants' violation of California Labor Code §226(a), Plaintiffs
11 and class members have suffered injury and damage to their statutorily protected rights.
12 Specifically, Plaintiffs and class members have been injured by Defendants' intentional
13 violation of California Labor Code §226(a) because Defendants failed to provide complete and
14 accurate information on their wage statements, and Plaintiffs and class members could not
15 promptly and easily determine from the wage statements alone the accuracy of the gross or net
16 wages paid, the inclusive dates of the pay period, and/or all hourly rates at which they were
17 paid. In addition, because Defendants failed to provide the accurate number of total hours
18 worked on wage statements, Plaintiffs have been prevented by Defendants from determining if
19 all hours worked were paid and the extent of the underpayment.

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

23 **SIXTH CAUSE OF ACTION**
24 **Wages Not Timely Paid Upon Termination**
25 **(Plaintiff Lambert Against all Defendants)**

26 92. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each
27 and every allegation set forth above.

28 93. At all times herein set forth, California Labor Code §§201 and 202 provided that

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

7 94. During the relevant time period, Defendants willfully failed to pay Plaintiff and
8 those class members who are no longer employed by Defendants the earned wages set forth
9 above, including, but not limited to, overtime wages, minimum wages, and meal and rest period
10 premium wages, either at the time of discharge or within seventy-two (72) hours of their leaving
11 Defendants' employ.

12 95. Defendants' failure to pay Plaintiff and those class members who are no longer
13 employed by Defendants their earned wages at the time of discharge or within seventy-two (72)
14 hours of their leaving Defendants' employ is a violation of California Labor Code §§201 and
15 202.

16 96. California Labor Code §203 provides that if an employer willfully fails to pay
17 wages owed, in accordance with §§201 and 202, then the wages of the employee shall continue
18 as a penalty from the due date and at the same rate until paid or until an action is commenced,
19 but the wages shall not continue for more than thirty (30) days.

20 97. Plaintiff and former employee class members are entitled to recover from
21 Defendants the statutory penalty wages for each day they were not paid, at their regular hourly
22 rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code §203.

23 **SEVENTH CAUSE OF ACTION**
24 **Civil Penalties Pursuant to California Labor Code §§2698, *et seq.***
25 **(Against All Defendants)**

26 98. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
27 and every allegation set forth above.

28 99. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiffs to recover

1 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
2 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 222.5, 226(a),
3 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
4 permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of
5 those Labor Code sections not found in section 2699.5, including sections 516 and 1182.12.

6 100. Defendants' conduct, as alleged herein, violates numerous sections of the
7 California Labor Code, including, but not limited to, the following:

- 8 a. Violation of California Labor Code §§510 and 1198, and the applicable
9 IWC Wage Order for Defendants' failure to compensate Plaintiffs and other
10 aggrieved employees with all required overtime pay and failure to properly
11 calculate the overtime rates paid to other aggrieved employees, as set forth
12 below;
- 13 b. Violation of California Labor Code §§1182.12, 1194, 1197, 1197.1 and 1198,
14 and the applicable IWC Wage Order for Defendants' failure to compensate
15 Plaintiffs and other aggrieved employees with at least minimum wages for all
16 hours worked, as alleged herein;
- 17 c. Violation of California Labor Code §§226.7, 512(a), 516, and 1198, and the
18 applicable IWC Wage Order for Defendants' failure to provide Plaintiffs
19 and other aggrieved employees with meal periods, as set forth herein;
- 20 d. Violation of California Labor Code §§226.7, 516, and 1198 and the
21 applicable IWC Wage Order for Defendants' failure to authorize and permit
22 Plaintiffs and other aggrieved employees to take rest periods, as alleged
23 herein;
- 24 e. Violation of California Labor Code §226(a) and 1198, and the applicable
25 IWC Wage Order for failure to provide accurate and complete wage
26 statements to Plaintiffs and other aggrieved employees, as alleged herein;
- 27 f. Violation of California Labor Code §§1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as alleged herein;

- 1 g. Violation of California Labor Code §§201, 202 and 203 for failure to pay
2 Plaintiffs and other aggrieved employees all earned wages upon termination,
3 as alleged herein;
- 4 h. Violation of California Labor Code §204 for failure to pay all earned wages
5 during employment to Plaintiffs and aggrieved employees, as alleged herein;
- 6 i. Violation of California Labor Code §222.5 for failure to pay for costs of
7 mandator physical exams and/or drug testing for Plaintiffs and aggrieved
8 employees, as set forth below;
- 9 j. Violation of California Labor Code §2802 for failure to reimburse Plaintiffs
10 and aggrieved employees for all business expenses necessarily incurred, as
11 alleged herein.

12 101. At all relevant times herein set forth, the applicable IWC Wage Order provides
13 that Defendants are and were required to pay other aggrieved employees working more than
14 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
15 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40)
16 hours in a workweek. The applicable IWC Wage Order further provides that Defendants are and
17 were required to pay other aggrieved employees working more than twelve (12) hours in a day,
18 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular
19 rate of pay includes all remuneration for employment paid to, or on behalf of, the employee,
20 including nondiscretionary bonuses and incentive pay.

21 102. On information and belief, Defendants did not pay other aggrieved employees
22 the correct overtime rates for the recorded overtime hours that they generated. In addition to an
23 hourly wage, Defendants paid other aggrieved employees incentive pay, nondiscretionary
24 bonuses, and/or other forms of remuneration. However, in violation of the California Labor
25 Code, Defendants failed to incorporate all remunerations, including incentive pay and/or
26 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
27 calculating the overtime wage rates.

28 103. Therefore, during times when other aggrieved employees worked overtime and

1 received these other forms of pay, Defendants failed to pay all overtime wages by paying a
2 lower overtime rate than required. Other aggrieved employees are therefore entitled to recover
3 civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f), and (g).

4 104. At all relevant times herein, California Labor Code section 222.5 requires
5 employers to pay for the costs an employee incurs for obtaining any required medical or physical
6 examination.

7 105. During the relevant time period, Phillips implemented, on a company-wide basis,
8 an employer-imposed requirement that other aggrieved employees undergo mandatory drug
9 testing and/or physical examination. Phillips had a company-wide policy requiring that other
10 aggrieved employees travel to a specified medical facility on their own time and use their own
11 means of transportation to undergo drug testing and/or physical examinations. At all times,
12 Phillips was in control of scheduling the date and time for the testing and/or examinations,
13 selecting the provider/facility where the testing and/or examinations were to take place, and
14 determining the scope of the testing and/or examinations.

15 106. However, Phillips did not compensate other aggrieved employees for the time
16 they spent traveling to and from the medical facilities, for the time they spent undergoing the
17 drug testing and/or physical examinations, or reimburse them for the travel expenses they
18 incurred getting to and from the medical facilities. Phillips' policy and/or practice of not paying
19 for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or
20 physical examinations is in violation of California Labor Code section 222.5. Other aggrieved
21 employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
22 2699(a), (f), and (g).

23 **EIGHTH CAUSE OF ACTION**

24 **Violations of California Business & Professions Code §§ 17200, *et seq.*** 25 **(Against All Defendants)**

26 107. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.

28 108. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful, and harmful to Plaintiffs, class members, and to the general public. Plaintiffs seek to
2 enforce important rights affecting the public interest within the meaning of Code of Civil
3 Procedure §1021.5.

4 109. Defendants' activities, as alleged herein, are violations of California law, and
5 constitute unlawful business acts and practices in violation of California Business & Professions
6 Code §17200, *et seq.*

7 110. A violation of California Business & Professions Code §§17200, *et seq.* may be
8 predicated on the violation of any state or federal law. In the instant case, Defendants' policies
9 and practices have violated state law in at least the following respects:

- 10 (a) Requiring non-exempt employees, including Plaintiffs and class
11 members, to work overtime without paying them proper compensation in
12 violation of California Labor Code §§510 and 1198 and the applicable
13 IWC order;
- 14 (b) Failing to pay at least minimum wages to Plaintiffs and class members in
15 violation of California Labor Code §§1194, 1197 and 1197.1 and the
16 applicable IWC order;
- 17 (c) Failing to provide meal and rest periods and/or to pay premium wages or
18 pay the correct premium wages for missed meal and rest periods to
19 Plaintiff and class members in violation of California Labor Code
20 §§226.7 and 512 and the applicable IWC order, resulting in Defendants
21 having engaged in business in California to offer its products and services
22 at a lower rate for the purpose of injuring competitors and or destroying
23 competition;
- 24 (d) Failing to provide Plaintiffs and class members with accurate wage
25 statements in violation of California Labor Code §226(a) and the
26 applicable IWC order; and
- 27 (e) Failing timely to pay all earned wages to Plaintiffs and former employee
28 class members in violation of California Labor Code §203 and the

1 applicable IWC order.

2 111. Pursuant to California Business & Professions Code §17200 *et seq.*, Plaintiffs
3 and class members are entitled to restitution of the wages withheld and retained by Defendants
4 during a period that commences four (4) years prior to the filing of this complaint, a permanent
5 injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and class
6 members, an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5
7 and other applicable laws, and an award of costs.

8 **REQUEST FOR JURY TRIAL**

9 Plaintiffs request a trial by jury.

10 **PRAYER FOR RELIEF**

11 Plaintiffs Patrick Lambert and Deorlandro Brown, individually and on behalf of all
12 others similarly situated, prays for relief and judgment against Defendants, jointly and severally,
13 as follows:

14 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
15 excess of twenty-five thousand dollars (\$25,000).

16 **Class Action**

17 2. For an Order requiring and certifying this action to be a class action, naming
18 Plaintiff set forth herein as Class Representative, and naming the attorneys of record for
19 Plaintiffs in the action as Class Counsel; and allowing this action to proceed and be maintained
20 as a class action;

21 3. For an Order requiring Defendants to identify by name, address, telephone
22 number, and social security number each person who is a member of the Class; and

23 4. For all appropriate declaratory and equitable relief.

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

25 5. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code §§510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
27 overtime wages due to Plaintiffs and class members;

28 6. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§1194, 1197 and 1197.1 by willfully failing to pay minimum wages to Plaintiffs
2 and class members;

3 7. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

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

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

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

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

12 11. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code §§226.7 and 512(a) and applicable IWC Wage Order(s) by willfully failing to
14 provide all meal periods to Plaintiffs and class members;

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

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

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

21 15. For pre-judgment interest on any unpaid meal period premiums from the date
22 such amounts were due; and

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

25 **As to the Third Cause of Action**

26 17. That the Court declare, adjudge and decree that Defendants violated California
27 Labor Code §226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
28 periods to Plaintiffs and class members;

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

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

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

7 21. For pre-judgment interest on any unpaid rest period premiums from the date such
8 amounts were due; and

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

11 **As to the Fourth Cause of Action**

12 23. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code §2802 by failing to reimburse Plaintiffs and class members for reasonable business
14 expenses incurred but not paid;

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

17 25. For pre-judgment interest on any reasonable business expenses commencing
18 from the date such amounts were paid;

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

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

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

23 28. That the Court declare, adjudge and decree that Defendants violated the
24 recordkeeping provisions of California Labor Code §226(a) and applicable IWC Wage Orders
25 as to Plaintiff and One-Year Subclass members, and willfully failed to provide accurate itemized
26 wage statements thereto;

27 29. For all actual, consequential and incidental losses and damages, according to
28 proof;

1 30. For injunctive relief and statutory penalties pursuant to California Labor Code
2 §§226(h) and 226(e); and

3 31. For such other and further relief as the Court may deem equitable and
4 appropriate.

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

6 32. That the Court declare, adjudge and decree that Defendants violated California
7 Labor Code §§201, 202 and 203 by willfully failing to pay overtime wages, minimum wages,
8 and meal and rest period premiums owed at the time of termination of Plaintiff and other class
9 members' employment;

10 33. For all actual, consequential and incidental losses and damages, according to
11 proof;

12 34. For waiting time penalties according to proof pursuant to California Labor Code
13 §203 for all employees who have left Defendants' employ;

14 35. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due; and

16 36. For such other and further relief as the Court may deem equitable and
17 appropriate.

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

19 37. That the Court declare, adjudge and decree that Defendants violated the
20 following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees:
21 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1 and
22 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
23 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
24 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
25 statements and maintain accurate payroll records); 201, 202 and 203 (by failing to timely pay
26 all earned wages upon termination); 204 (by failing to pay all earned wages during
27 employment); 222.5 (by failing to pay the costs of mandatory physical examinations and/or drug
28 testing); and 2802 (by failing to reimburse business expenses);

38. For civil penalties pursuant to California Labor Code §§210, 225.5, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of California Labor Code §§201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

39. For attorneys' fees and costs pursuant to California Labor Code §2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code §§201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

40. For pre-judgment and post-judgment interest as provided by law; and

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §17200, *et seq.* by failing to pay overtime compensation due, failing to pay at least minimum wages for all hours worked, failing to provide meal and rest periods or premium wages at the regular rate of pay in lieu thereof, failing to provide accurate wage statements, and failing timely to pay all earned wages during employment and upon termination;

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

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

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

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

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By: /s/ Ashley A. Davenport
Ashley A. Davenport
Counsel for Plaintiffs and the Proposed Class

EXHIBIT “1”



January 7, 2022

VIA CERTIFIED MAIL

Phillips Feed Service, Inc.
3885 Seaport Blvd., #10
West Sacramento, CA 95691

Phillips Feed Service Company, Inc.
3885 Seaport Blvd., #10
West Sacramento, CA 95691

Re: LWDA Case No. LWDA-CM-861676-22

**Re: Labor Code Violations by Phillips Feed Service, Inc. Notice of Claim
Seeking California *Labor Code* § 2699 Penalties**

Re: Employee: Patrick Lambert

To Whom It May Concern:

Enclosed please find a letter dated January 7, 2022, which was filed with the California Labor Workforce Development Agency.

Sincerely,

/s/ Ashley Davenport

Ashley A. Davenport, Esq.

Enclosure



January 7, 2022

Attn: PAGA Administrator
PAGAFilings@dir.ca.gov
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000
Sacramento, CA 95814

**Re: Labor Code Violations by Phillips Feed Service, Inc. Notice of Claim
Seeking California *Labor Code* § 2699 Penalties**

Re: Employee: Patrick Lambert

**Re: Employer or Other Persons Acting on Behalf of Employer: Phillips
Feed Service, Inc., Philips Feed Service Company, Incorporated**

Dear PAGA Administrator:

I, along with the law firms of Barrera & Associates and Capstone Law, represent Patrick Lambert ("Plaintiff"), a former employee of Phillips Feed Service, Inc. and Philips Feed Service Company, Incorporated (hereinafter collectively referred to as "Defendant" or "Phillips").

Pursuant to the Labor Code Private Attorneys General Act of 2004, *Labor Code* §2698 et seq. ("PAGA"), in accordance with the requirements of *Labor Code* §2699.3, this letter shall constitute written notice of intent to seek penalties under *Labor Code* §2699. This letter sets forth the specific provisions of the Labor Code alleged to have been violated by Defendant regarding its employee, Mr. Lambert, and other similarly situated employees and former employees of Defendant including the facts and theories to support the alleged violations.

Plaintiff may be contacted through me, at this office.

The employer may be contacted through their main office (to which a copy of this communication is also being sent via certified mail):

Phillips Feed Service, Inc.
3885 Seaport Blvd., #10
West Sacramento, CA 95691

Phillips Feed Service Company, Inc.
3885 Seaport Blvd., #10
West Sacramento, CA 95691

Mr. Lambert intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under PAGA. Mr. Lambert seeks relief on behalf of himself, the State of California, and other persons who are or were employed by Phillips as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees").

Theories of Recovery and Remedies

Mr. Lambert worked as a non-exempt hourly employee for Phillips from February 2019 through February 2021. Mr. Lambert worked as an Outbound Material Handler/Utility Associate at the West Sacramento, California location. During his employment, Mr. Lambert typically worked nine to twelve hours per day, four to five days per week. At the time his employment ended, Mr. Lambert was compensated approximately \$19.75 per hour. His job duties included, without limitation, operating the forklift, pulling pallets, organizing pallets, fixing pallets, and loading trailers.

Mr. Lambert is an "aggrieved employee" under PAGA because the alleged violators employed him and he had one or more of the alleged violations committed against him. Therefore, Mr. Lambert is properly suited to represent the interests of other current and former aggrieved employees in a PAGA Representative action.

Phillips committed one or more of the following Labor Code violations against Mr. Lambert, the facts and theories of which follow:¹

Phillips's Company-Wide and Uniform Payroll and HR Practices

The Phillips entities are California companies that own and operate Phillips Pet Food & Supplies, a premier pet food and pet supply distributor, services pet specialty markets. Upon information and belief, Phillips maintains a single, centralized Human Resources (HR) department at its company headquarters in West Sacramento, California, for all non-exempt, hourly paid employees working for Phillips in California, including Mr. Lambert and other aggrieved employees. At all times relevant, Phillips issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California including Mr. Lambert and other aggrieved employees, regardless of their location or position.

¹ These facts, theories, and claims are based on Mr. Lambert's experience and counsel's review of those records currently available relating to Mr. Lambert's employment. Discovery conducted in the litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Lambert reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Upon information and belief, Phillips maintains a centralized payroll department at its company headquarters in West Sacramento, California, which processes payroll for all non-exempt, hourly paid employees working for Phillips in California, including Mr. Lambert and other aggrieved employees. Further, Phillips issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Lambert and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. As such, Phillips utilized the same methods and formulas when calculating wages due to Mr. Lambert and other aggrieved employees in California.

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

California Labor Code §§510 and 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of one and one half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

Phillips willfully failed to pay all overtime wages owed to Mr. Lambert and other aggrieved employees. During the relevant time period, Mr. Lambert and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a date, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, Phillips had, and continues to have, a company-wide policy and/or practice of failing to accurately record hours worked by its employees. Due to Phillips's practice and/or policy, Mr. Lambert and other aggrieved employees worked overtime each week that was not reflected on the wage statements for those workweeks.

Second, during the relevant time period, Phillips had, and continues to have, a company-wide policy and/or practice of understaffing its jobsites which resulted in a lack of meal period coverage for employees. As a result of Phillips's policy of understaffing while assigning heavy workloads, coupled with a company-wide policy and/or practice of failing to adhere to a schedule of meal periods, Mr. Lambert and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Mr. Lambert and other aggrieved employees were required to work through and/or return early from meal periods. Consequently, Mr. Lambert and other aggrieved employees performed work during meal periods for which they were not paid.

Third, on information and belief, Phillips implemented a company-wide practice and/or policy of automatically deducting meal periods from Mr. Lambert's and other aggrieved

employees' time records. As a result of this policy, Phillips deducted 30-minute meal periods from Mr. Lambert's and other aggrieved employees' time records, even when meal periods were missed, short, and/or interrupted. Thus, Phillips did not record all hours worked during meal periods, and Mr. Lambert and other aggrieved employees performed work during meal periods for which they were not paid. Phillips knew or should have known that as a result of these company-wide practices and/or policies, Mr. Lambert and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Lambert and other aggrieved employees often worked shifts of eight (8) hours a day or more or forty (40) hours a week or more, some of this off the-clock work qualified for overtime premium pay. Therefore, Mr. Lambert and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

On information and belief, Phillips did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Phillips paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration such as "Bulk Incentive" and "Quarterly Bonus." However, in violation of the California Labor Code, Phillips failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, Phillips failed to pay all overtime wages by paying a lower overtime rate than required.

Further, during the relevant time period, Phillips implemented a company-wide practice and/or policy of scheduling Mr. Lambert and other aggrieved employees for shifts in which they would be required to show for work, but sent home early before working four hours. Mr. Lambert and other aggrieved employees were not compensated properly for such shifts.

Accordingly, Mr. Lambert and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked, in violation of California Labor Code sections 510 and 1198. Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in the applicable Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

As stated, due to Phillips's company-wide policies and/or practices of not permitting employees to record all their hours worked, Phillips failed to record all hours worked by Mr. Lambert and other aggrieved employees that were outside of their scheduled shifts. In addition, as stated above, due to Phillips's policy and/or practice of understaffing while assigning heavy workloads, and the resultant lack of coverage and failure to adhere to a schedule of meal periods, Mr. Lambert and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods. Moreover, as stated, Phillips had a company-wide practice and/or policy of automatically deducting meal periods from employee time records, even when meal periods were missed, short, and/or interrupted. Thus, Phillips systematically failed to pay Mr. Lambert and other aggrieved employees for actual hours worked during unpaid meal periods, because these hours were not always correctly recorded.

Moreover, Phillips maintained and implemented a company-wide policy of requiring employees to travel to a medical facility on their own time and using their own personal vehicles to undergo mandatory drug testing and/or physical examinations. At all times, Phillips was in control of scheduling the time period for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Phillips gave other aggrieved employees strict instructions to obtain drug testing and/or physical examinations, and other aggrieved employees underwent the testing and/or examinations for the sole benefit of Phillips. Other aggrieved employees were required to travel in their own personal vehicles or obtain alternate transportation and spend time undergoing Phillips' mandatory drug tests and/or physical examinations. However, Phillips did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities and for the time they spent undergoing the mandatory drug testing and/or physical examinations.

Phillips also failed to pay appropriate regular rates of pay for sick time paid to Mr. Lambert and other aggrieved employees. Phillips did not pay aggrieved employees at the correct rate of pay for sick pay because Phillips failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay for sick hours paid.

Thus, Phillips did not pay at least minimum wages for all hours worked by Mr. Lambert and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, Phillips did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.

Accordingly, Phillips regularly failed to pay at least minimum wages to Mr. Lambert and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, Phillips systematically, and on a company-wide basis, understaffed its sites, thereby failing to provide adequate meal period coverage to permit employees to take compliant meal periods. Because Phillips understaffed its locations, there was no one available to relieve Mr. Lambert and other aggrieved employees needing meal period coverage. Phillips's policies and/or practices, including understaffing, assigning heavy workloads, and the resultant lack of coverage, prevented Mr. Lambert and other aggrieved employees from taking timely, uninterrupted 30-minute meal periods to which they were entitled. Due to the lack of coverage, Phillips also failed to adhere to a schedule of meal periods, which further caused Mr. Lambert and other aggrieved employees to not be relieved of their duties for compliant meal periods. Phillips's practices and policies prevented Mr. Lambert and other aggrieved employees from taking all compliant meal periods to which they were entitled.

As a result, Mr. Lambert and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period and/or, at times, had their meal periods cut short and/or had to forgo their meal periods altogether. For example, Mr. Lambert was regularly not provided a compliant meal period due to interruptions on his provided Phillips radio if Mr. Lambert were to take a break.

Further, as stated, on information and belief, Phillips implemented a company-wide policy and practice of automatically deducting meal periods from Mr. Lambert's and other aggrieved employees' time records and/or adjusting time records to reflect breaks were taken when they were not. Even when a meal period was not provided, Phillips management would record a compliant meal period or Mr. Lambert and other aggrieved employees would be required to record a meal period themselves to appear compliant. As a result of this policy, Phillips deducted 30 minutes from Mr. Lambert's and other aggrieved employees' time records,

even when meal periods were not provided, short, and/or interrupted. Thus, Phillips systematically failed to correctly record meal periods.

Additionally, Phillips did not provide other aggrieved employees with all second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Mr. Lambert and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, Phillips knew or should have known that, as a result of these policies, Mr. Lambert and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. Phillips further knew or should have known that it did not pay Mr. Lambert and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, or missed.

Moreover, Phillips engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of Phillips's practices and/or policies, Mr. Lambert and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that Phillips did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, Phillips did not pay other aggrieved employees at the correct rate of pay for premiums because Phillips systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, Phillips failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Lambert and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any

control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, Phillips regularly failed to authorize and permit Mr. Lambert and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Phillips’s company-wide practices, including understaffing, and assigning heavy workloads, prevented Mr. Lambert and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, Phillips failed to schedule rest periods, which, coupled with Phillips’s failure to provide adequate rest period coverage, further led to Mr. Lambert and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Additionally, on information and belief, during the relevant time period, Phillips maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Lambert and/or other aggrieved employees remain on the work premises during their rest periods. Because Mr. Lambert and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Phillips effectively maintained control over Mr. Lambert and/or other aggrieved employees during rest periods.

As a result of Phillips’s practices and policies, Mr. Lambert and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Lambert missed his rest periods on each shift because of the heavy workload and lack of rest period coverage.

Phillips also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Lambert and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that Phillips did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, Phillips did not pay other aggrieved employees at the correct rate of pay for premiums because Phillips failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, Phillips failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Lambert and other aggrieved employees are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. Phillips has not provided Mr. Lambert and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, Phillips has knowingly and intentionally provided Mr. Lambert and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, Phillips issued uniform wage statements to Mr. Lambert and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, Phillips violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because Phillips did not record the time Mr. Lambert and other aggrieved employees spent working off-the-clock, Phillips did not list the correct amount of gross wages and net wages earned by Mr. Lambert and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, Phillips failed to accurately list the total number of hours worked by Mr. Lambert and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), Phillips willfully failed to maintain accurate payroll records for Mr. Lambert and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code §1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Phillips failed, on a company-wide basis, to keep accurate records of work period and meal period start and stop times for Mr. Lambert and other aggrieved employees, in violation of section 1198. Furthermore, in light of Phillips’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, Phillips kept no records of meal start and end times for second meal periods.

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

Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code §204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, Phillips failed to pay Mr. Lambert and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, 203, 227.3 – Failure to Timely Pay Final Wages and Vacation Time Upon Termination

California Labor Code sections 201, 202, and 203 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.

Phillips willfully failed to pay Mr. Lambert and other aggrieved employees who are no longer employed by Phillips all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Phillips's employ. Mr. Lambert received his final pay after the required timeframe, was not paid out all of his accrued vacation time, and was not paid his regular rate of pay for sick leave.

Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 222.5 – Failure to Pay for Costs of Mandatory Physical Exams and/or Drug Testing

At all times herein set forth, California Labor Code section 222.5 requires employers to pay for the costs an employee incurs for obtaining any required medical or physical examination. During the relevant time period, Phillips implemented, on a company-wide basis, an employer imposed requirement that other aggrieved employees undergo mandatory drug testing and/or physical examination. Phillips had a company-wide policy requiring that other aggrieved employees travel to a specified medical facility on their own time and use their own means of transportation to undergo drug testing and/or physical examinations. At all times, Phillips was in control of scheduling the date and time for the testing and/or examinations, selecting the provider/facility where the testing and/or examinations were to take place, and determining the scope of the testing and/or examinations.

However, Phillips did not compensate other aggrieved employees for the time they spent traveling to and from the medical facilities, for the time they spent undergoing the drug testing and/or physical examinations, or reimburse them for the travel expenses they incurred getting to and from the medical facilities. Phillips' policy and/or practice of not paying for all costs other aggrieved employees incurred obtaining mandatory drug testing and/or physical examinations is in violation of California Labor Code section 222.5.

Plaintiff and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, as stated, Phillips had a company-wide policy of requiring other aggrieved employees to travel to medical facilities on their own time and using their personal vehicles or alternate transportation to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage. At all times, Phillips was in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations. Although Phillips required other aggrieved employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, Phillips never reimbursed them for their travel expenses.

Second, Phillips, on a company-wide basis, mandated that Mr. Lambert and other aggrieved employees purchase special safety shoes such as steel-toed boots, which they were required to wear while at work. Mr. Lambert purchased steel-toed boots to wear during the performance of her duties, but was not reimbursed for all of these costs.

Phillips also recommended that Mr. Lambert use his personal cell phone to document safety issues in the workplace for the benefit of Phillips, but was not reimbursed for his cell phone costs.

Phillips could have provided Mr. Lambert and other aggrieved employees with the actual tools for use on the job, such as company vehicles and steel-toed boots, to be used for fulfilling work-related tasks. Or, Phillips could have fully reimbursed employees for the costs of their mileage, travel, and boot expenses. Instead, Phillips passed these operating costs off onto Mr. Lambert and other aggrieved employees. At all relevant times, Mr. Lambert did not earn at least two (2) times the minimum wage.

Thus, Phillips had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code

section 2802. Mr. Lambert and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Phillips, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Lambert's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Lambert seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Lambert, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against Phillips for violations of California Labor Code sections 201, 202, 203, 204, 222.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Therefore, on behalf of all aggrieved employees, Mr. Lambert seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Lambert's reasonable attempt to settle his dispute with Phillips prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553 (2004), this notice serves to inform Phillips of Mr. Lambert's aforementioned grievances and the proposed remedies as detailed below, while affording Phillips a reasonable opportunity to satisfy Mr. Lambert's demands.

Demand is hereby made that Phillips shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. Phillips shall pay Mr. Lambert and all other aggrieved employees employed by Phillips at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. Phillips shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. Phillips shall conduct a survey or interview all current and former aggrieved employees in California who worked for Phillips in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided and the number of rest periods which were not authorized and permitted, with the investigation to be completed within 60 days.
4. Phillips shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. Phillips also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. Phillips shall reimburse those aggrieved employees who were required to pay for any business expense incurred for Phillips' benefit, including, but not limited to, costs of mandatory medical/drug examinations, travel expenses, mileage, boot expenses, cell phone expenses, as required by Labor Code sections 222.5 and 2802.
6. Phillips shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. Phillips shall provide Mr. Lambert and all aggrieved employees employed by Phillips at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. Phillips shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. Phillips shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, et seq., including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 7-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

PAGA Administrator

January 7, 2022

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Ashley Davenport
Davenport Law, PC
2298 E. Maple Avenue
El Segundo, CA 90245
(310) 504-3989

Sincerely,

/s/ Ashley A. Davenport

Ashley A. Davenport

cc: Phillips Feed Service, Inc. (*via U.S. Certified Mail*)
Phillips Feed Service Company, Incorporated (*via U.S. Certified Mail*)

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 22, 2025**, I served the document described as: **SECOND AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§2698 ET SEQ.** parties as follows [or] [] as stated on the attached service list:

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Attorneys for Defendants

PHILLIPS FEED SERVICE INC., and
Phillips Feed Service Company, Incorporated

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

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

Executed on **October 22, 2025**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 22, 2025**, I served the document described as: **JOINT STIPULATION AND [PROPOSED] ORDER ALLOWING FILING OF SECOND AMENDED COMPLAINT** parties as follows [or] [] as stated on the attached service list:

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Attorneys for Defendants
PHILLIPS FEED SERVICE INC., and
PHILLIPS FEED SERVICE COMPANY,
INCORPORATED

☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

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

Executed on **October 22, 2025**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name

Signature

