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Attorneys for Plaintiff JOSHUA GATELY, on
behalf of himself and others similarly situated

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES**

JOSHUA GATELY, on behalf of himself and all
others similarly situated,

Plaintiff,

v.

RNWBL, LLC, a Delaware Limited Liability
Company; TRADEFORCE STAFFING
SOLUTIONS OF COLORADO, LLC, a Colorado
Limited Liability Company; and DOES 1 to 10,
inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1. Failure to Pay Overtime Wages in Violation of Labor Code §§ 510 and 1198;**
- 2. Failure to pay all Wages and Minimum Wages in Violation of Labor Code §§ 221, 223, 1182, 1194, 1197, and 1198;**
- 3. Failure to Provide Compliant Meal Periods in Violation of Labor Code §§ 226.7, 512, 516 and 1198;**
- 4. Failure to Provide Compliant Rest Periods in Violation of Labor Code §§ 226.7, 516, and 1198;**
- 5. Failure to Timely Pay Wages During Employment in Violation of Labor Code § 204;**
- 6. Failure to Pay All Wages Owed at Termination in Violation of Labor Code §§ 201-203;**
- 7. Failure to Furnish Accurate, Itemized Wage Statements in Violation of Labor Code § 226(a) and Failure to Maintain Accurate Records in Violation of Labor Code § 1174.5;**
- 8. Violations of Business & Professions Code § 17200 et seq.**

DEMAND FOR JURY TRIAL

1 Plaintiff, JOSHUA GATELY (hereinafter “Plaintiff”) hereby submits his Complaint against
2 Defendants RNWBL, LLC, a Delaware Limited Liability Company, TRADEFORCE STAFFING
3 SOLUTIONS OF COLORADO, LLC, a Colorado Limited Liability Company; and DOES 1 to 10,
4 inclusive, (hereinafter referred to as “Defendants”) on behalf of himself and the class of all other similarly
5 situated current and former employees of Defendants as follows:

6 **NATURE OF THE CASE**

7 1. This is a class action brought pursuant to California *Code of Civil Procedure* § 382,
8 challenging Defendants’ systemic illegal employment practices resulting in violations of California *Labor*
9 *Code* §§ 201-204, 221, 223, 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, California
10 *Business & Professions Code* § 17200, et seq. (“Unfair Competition Law”); and the applicable Industrial
11 Welfare Commission (“IWC”) Wage Orders.

12 2. Plaintiff seeks relief on behalf of himself and members of the Plaintiff Class as a result of
13 employment policies, practices, and procedures more specifically described below, which violate the
14 California *Labor Code*, and the orders and standards promulgated by the California Department of
15 Industrial Relations, Industrial Welfare Commission, Division of Labor Standards, and which have
16 resulted in the failure of Defendants to pay Plaintiff and members of the Plaintiff Class all wages due to
17 them. Said employment policies, practices, and procedures are generally described as follows:

- 18 a. Failure to Pay Employees for All Overtime;
19 b. Failure to Pay Employees for All Hours Worked;
20 c. Failure to Provide Employees with Compliant Meal Periods;
21 d. Failure to Provide Employees with Compliant Rest Periods;
22 e. Failure to Timely Pay Wages During Employment;
23 f. Failure to Pay All Wages Owed at Termination; and,
24 g. Failure to Provide Employees and Aggrieved Employees with Accurate, Itemized Wage
25 Statements and Failed to Maintain Accurate Records;

26 3. At all times relevant herein, on information and belief, Defendant, Defendant, RNWBL,
27 LLC; and DOES 1 to 10, is a technology services company that offers renewable energy solutions to its
28 clients located across the United States, including California. Defendant provides its services to support

1 wind, solar, and the broader renewable energy sectors. Such services include operations & maintenance,
2 components, troubleshooting, technology and field services.

3 4. At all times relevant herein, on information and belief, Defendant, TradeForce Staffing
4 Solutions of Colorado, LLC, is a company that provides staffing services. Specifically, staffing of skilled
5 and semi-skilled labor workers for industrial and light-industrial industry segments.

6 5. Defendants have maintained practices which have failed and continue to fail to pay Plaintiff
7 and other non-exempt employees all wages. Specifically, Defendants do not properly record, nor
8 compensate Plaintiff's and other non-exempt employees' the overtime they are owed based on the total
9 overtime hours they worked. Additionally, Plaintiff and the other non-exempt employees who have been
10 terminated by Defendants have not been timely paid for all the wages they are owed.

11 6. Furthermore, Defendants failed to provide employees with timely, complete, and
12 uninterrupted meal and rest breaks. Plaintiffs' and the other non-exempt employees' meal and rest periods
13 are also skipped entirely. Defendants did and do not pay Plaintiff and the non-exempt employees for the
14 time they spent working through their meal and rest periods.

15 7. In light of the foregoing, Defendants have also failed to provide accurate wage statements.

16 8. Plaintiff brings the claims herein as a class action on behalf of himself and other similarly
17 situated individuals who have worked for Defendants in California, at any time from four-years prior to
18 the filing of this complaint, through the resolution of this action. Plaintiff, on his own behalf and on behalf
19 of all Class Members, brings the class claims pursuant to California *Labor Code* §§ 201-204, 221, 223,
20 226(a), 226.7, 510, 512, 516, 1174.5, 1182, 1194, 1197, 1198, the applicable wage order and under
21 *Business & Professions Code* §§ 17200-17208, for unfair competition due to Defendants' unlawful, unfair
22 and fraudulent business acts and practices.

23 9. Plaintiff is informed and believes, and based thereon alleges, that Defendants have engaged
24 in, among other things a system of willful violations of the California *Labor Code* and the applicable IWC
25 wage orders by creating and maintaining policies, practices and customs that knowingly deny employees
26 the above stated rights and benefits.

27 **PARTIES**

28 10. Plaintiff, Joshua Gately, is an individual over the age of eighteen (18) and is now, and/or

1 at all relevant times mentioned in this Complaint was, a resident and domiciliary of the State of California.
2 During the Relevant Time Period, Plaintiff worked for Defendants as an ‘Electrician – Tech Level III,’
3 assigned by Defendants to the solar energy sector. Plaintiff lives in Daytona Beach, Florida, and routinely
4 traveled to his assigned location of Santa Clarita, California, where Defendants would assign all of his
5 work tasks. This was Plaintiff’s work location since he was hired in approximately June 2024 until
6 Defendants laid him off on May 15, 2025.

7 11. Plaintiff is informed and believes, and based thereon alleges, that Defendant RNWBL,
8 LLC, is a Delaware Limited Liability Company; and Defendant TradeForce Staffing Solutions of
9 Colorado, LLC, is a Colorado Limited Liability Company. Plaintiff is further informed and believes that
10 at all times relevant hereto, Defendants have transacted, and continue to transact, business throughout the
11 State of California.

12 12. Plaintiff is informed and believes, and based thereon alleges, that Defendant RNWBL,
13 LLC, is a technology services company that offers renewable energy solutions to its clients located across
14 the United States, including California. Defendant provides its services to support wind, solar, and the
15 broader renewable energy sectors. Such services include operations & maintenance, components,
16 troubleshooting, technology and field services.

17 13. Plaintiff is informed and believes, and based thereon alleges, that Defendant TradeForce
18 Staffing Solutions of Colorado, LLC, is a company that provides staffing services. Specifically, staffing
19 of skilled and semi-skilled labor workers for industrial and light-industrial industry segments.

20 14. Plaintiff is informed and believes and based thereon alleges that at all times herein
21 mentioned Defendants and DOES 1 to 10, is and was a corporation, business entity, individual, and
22 partnership, licensed to do business and actually doing business in the State of California.

23 15. Plaintiff does not know the true names or capacities, whether individual, partner or
24 corporate, of the Defendants sued herein as DOES 1 to 10, inclusive, and for that reason, said Defendants
25 are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true
26 names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of
27 said fictitious Defendants were responsible in some way for the matters alleged herein and proximately
28 caused Plaintiff and members of the general public and class to be subject to the illegal employment

1 practices, wrongs and injuries complained of herein.

2 16. At all times herein mentioned, Defendants participated in the doing of the acts hereinafter
3 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them,
4 were the agents, servants and employees of each of the other Defendants, as well as the agents of all
5 Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and
6 employment.

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

13 18. At all times herein mentioned, the acts and omissions of various Defendants, and each of
14 them, concurred and contributed to the various acts and omissions of each and all of the other Defendants
15 in proximately causing the injuries and damages as herein alleged. At all times herein mentioned,
16 Defendants, and each of them, ratified each and every act or omission complained of herein. At all times
17 herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and
18 all of the other Defendants in proximately causing the damages as herein alleged.

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

22 **JURISDICTION AND VENUE**

23 20. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the
24 California Constitution and *Code of Civil Procedure* § 410.10.

25 21. Additionally, this Court has jurisdiction over Plaintiff's and the Class's claims for
26 injunctive relief, including restitution of earned wages, arising from Defendants' unfair competition under
27 *Business & Professions Code* § 17203 and 17204. The Court also has jurisdiction over Plaintiff's and the
28 Class's claims pursuant to the applicable provisions.

22. The Court has jurisdiction over Defendants because they are authorized to do business in the State of California and are registered with the California Secretary of State. Defendants do sufficient business with sufficient minimum contacts in California, and/or otherwise intentionally avails themselves of the California market through the advertising, marketing and sale of goods and services, to render the exercise of jurisdiction over Defendants by the California court consistent with traditional notions of fair play and substantial justice.

23. Venue is proper in Los Angeles County because the acts which give rise to this litigation occurred in this county and because Defendants have employed Class Members in this county and transact business in this county.

FACTUAL ALLEGATIONS

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

Defendants' Failure to Pay Overtime Wages

25. Because Plaintiff and members of the Class worked shifts of eight (8) hours a day or more and/or forty (40) hours a week or more, and/or shifts of twelve (12) hours a day or more, some of the above off-the-clock work qualified for overtime premium pay.

26. Defendants did not compensate their hourly non-exempt employees for all overtime and/or double time premium pay that accrued, despite systematically recording employees' time.

27. Plaintiff and the Class Members were paid a per diem rate. However, on the days when they worked overtime, the per diem rate was not included in calculating their regular rate. Thus, they were not paid the full overtime amount that they were owed.

Defendants' Failure to Pay all Wages and Minimum Wages

28. During the Relevant Time Period, Defendants had, and continue to have, a company-wide policy requiring work during Plaintiff's and Class Members' meal and rest periods.

29. For example, when Plaintiff and the Class Members work more than ten hours in a shift, Defendants do not provide them with a second meal break, nor do they pay them a meal break premium.

30. Thus, Defendants did not compensate their hourly non-exempt employees for all the minutes that they worked as described above, including but not limited to the time that the employees were subject to the control and direction of Defendants; and/or the time that the employees were suffered

1 or permitted to work.

2 ***Defendants' Failure to Provide Compliant Meal Periods***

3 31. Plaintiff is further informed and believes, and based thereon alleges, that as a matter of
4 policy and/or practice, Defendants routinely failed to provide Plaintiff and the members of the plaintiff
5 class, with meal periods during which they were relieved of all duties, by requiring them to remain on
6 duty. Specifically, Plaintiff and the other employees carried radios that they had to keep on their person
7 during their meal breaks. Additionally, Plaintiff and the other Class Members routinely worked through
8 their meal breaks and Defendants had no policy of scheduling a set time for the employees' meal breaks.
9 Plaintiff and the other employees would take their meal breaks at random times whenever they had some
10 time to eat. Plaintiff alleges that approximately 10-20% of the time, he did not get a meal break at all in
11 his shift. Approximately 70% of the time, Plaintiff would take meal breaks that were less than 30 minutes
12 in length.

13 32. Despite Plaintiff and the other employees not receiving meal breaks or short meal breaks,
14 Defendants would clock the employees out for meal breaks, so that it is reflected on their timesheets. On
15 days when Plaintiff and the Class Members clocked out for their meal break after the fifth hour,
16 Defendants did not pay them a meal break premium. As illustrated above, on days when Plaintiff and the
17 other employees worked more than 10 hours, Defendants did not provide them a second meal break or
18 pay them a meal break premium.

19 33. Throughout the Class Period, Defendants regularly:

- 20 a. Failed to provide Plaintiff and the members of the plaintiff class with a first meal period of
21 not less than thirty (30) minutes during which they are relieved of all duty before working
22 more than five (5) hours;
- 23 b. Failed to provide Plaintiff and the members of the plaintiff class with a second meal period
24 of not less than thirty (30) minutes during which they are relieved of all duty before
25 working more than ten (10) hours per day;
- 26 c. Failed to pay Plaintiff and the members of the plaintiff class one hour of pay at their regular
27 rate of compensation for each workday that a meal period was not provided; and,
- 28 d. Failed to accurately record all meal periods.

1 ***Defendants' Failure to Provide Compliant Rest Periods***

2 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to
3 effectively communicate California rest period requirements to Plaintiff and the members of the plaintiff
4 class. Plaintiff is further informed and believes and based thereon alleges that throughout the Relevant
5 Time Period Defendants failed to provide paid rest periods.

6 35. Throughout the Class Period, Plaintiff and the members of the plaintiff class were routinely
7 denied the rest breaks they were entitled to under California law.

8 36. Specifically, throughout the Class Period, Defendants regularly:

9 a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiff and the
10 members of the plaintiff class were relieved of all duty for each four (4) hours of work and
11 able to take rest periods within the middle of the shift; and

12 b. Failed to pay Plaintiff and the members of the plaintiff class one (1) hour of pay at their
13 regular rate of compensation for each workday that a rest period was not permitted.

14 37. Plaintiff alleges that he regularly had to skip any chances at taking his rest breaks during
15 his shifts or cut them short of the 10-minute timeframe. Due to the nature of work, Plaintiff and the other
16 employees found themselves having to routinely forego rest breaks to meet production requirements.
17 Additionally, Defendants never scheduled rest breaks into their shifts. On days when Plaintiff and
18 employees worked more than 10 hours, Defendants did not provide them with a third rest break, nor pay
19 them a rest break premium.

20 ***Defendants' Failure to Timely Pay Wages During Employment***

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

27 39. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-
28 exempt employees all wages due including, but not limited to, overtime wages, minimum wages, and/or

meal and rest period premiums, within the time periods specified by California *Labor Code* § 204.

Defendants' Failure to Pay All Wages Due at Termination of Employment

40. At all times relevant hereto, California *Labor Code* § 201 required an employer that discharges an employee to pay compensation due and owing to said employee immediately upon discharge. California *Labor Code* § 202 requires an employer to pay an employee who quits any compensation due and owing to said employee within seventy-two (72) hours of an employee's resignation. California *Labor Code* § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required under §§ 201 and 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) workdays.

41. Defendants willfully and knowingly failed to pay Plaintiff and the Plaintiff Class upon termination of employment all accrued compensation, as described above, including, but not limited to, compensation required for time spent "off the clock," and time illegally rounded to Defendants' benefit.

Defendants' Failure to Provide Compliant Wage Statements

42. During the Relevant Time Period, Defendants have knowingly and intentionally provided Plaintiff and members of the Classes with uniform, incomplete, and inaccurate wage statements. For example, Defendants provided uniform wage statements to Plaintiff and members of the Classes 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 rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked.

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

Facts Regarding Willfulness

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants are and were advised by skilled lawyers, other professionals, employees with human resources background and advisors

1 with knowledge of the requirements of California wage and hour laws and that at all relevant times,
2 Defendants knew or should have known, that the Plaintiff Class Members, including Plaintiff, were
3 entitled to receive one hour of pay at the employee's regular rate of compensation for each day that a meal
4 and rest period was not provided and were and are entitled to receive pay for all hours worked, accurate
5 itemized wage statements, and pay in a timely manner.

6 ***Unfair Business Practices***

7 45. Defendants have further engaged in, and continue to engage in, unfair business practices
8 in California by practicing, employing and utilizing the unlawful employment practices and policies
9 outlined above.

10 46. Defendants' utilization of such unfair business practices constitutes unfair competition and
11 provides an unfair advantage over Defendants' competitors.

12 47. Defendants' utilization of such unfair business practices deprives Plaintiff and the Plaintiff
13 Class of the general minimum working standards and entitlements due them under California law and the
14 Industrial Welfare Commission wage orders as described herein.

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

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

21 49. Plaintiff is currently complying with the procedures for bringing suit specified in *Labor*
22 *Code* § 2699.3.

23 50. By letter dated July 15, 2025, required notice was provided to the Labor and Workforce
24 Development Agency ("LWDA") and Defendants, of the specific provisions of the California *Labor Code*
25 alleged to have been violated, including the facts and theories to support the alleged violations.

26 51. This Complaint will be amended when more than sixty-five (65) days have passed since
27 the date the notice was mailed to Defendants and the LWDA, if the LWDA chooses not to investigate the
28 allegations herein.

CLASS ACTION ALLEGATIONS

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

53. Pursuant to *Code of Civil Procedure* § 382, this action is brought and may be properly maintained as a class action. This action satisfies the ascertainability, numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

54. The classes which Plaintiff seeks to represent are composed of, and defined as follows:

a. **Plaintiff Class**: All persons who have been, or currently are, employed by Defendants and who held, or hold, job positions which Defendants have classified as “non-exempt” employees in the State of California, at any time since four years prior to filing this action, through the date judgment is rendered in this action.

b. **Terminated Sub-Class**: All members of the Plaintiff Class whose employment ended during the Class Period.

c. (Collectively, “Plaintiff Class” or “Class Members”)

55. **Numerosity**: Plaintiff is informed and believes, and on that basis alleges, that during the class period hundreds of Class Members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiff Class are so numerous that joinder of all members is impossible and/or impracticable.

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

- a. Whether Plaintiff and Class Members are subject to and entitled to the benefits of California wage and hour statutes;
- b. Whether Defendants failed to pay Plaintiff and Class Members for all hours worked;
- c. Whether Defendants failed to pay Plaintiff and Class Members all overtime;
- d. Whether Defendants had a standard policy of not providing compliant meal and rest breaks and/or premiums to Plaintiff and members of the Plaintiff Class;

- e. Whether Defendants failed to timely pay wages to Plaintiff and members of the Plaintiff Class during their employment;
- f. Whether Defendants failed to pay final wages to Plaintiff and members of the Terminated Sub-Class upon separation of employment;
- g. Whether Defendants unlawfully and/or willfully failed to provide Plaintiff and members of the Plaintiff Class with true and proper wage statements upon payment of wages;
- h. Whether Plaintiff and members of the Plaintiff Class sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief;
- i. Whether Defendants' conduct as alleged herein violates the Unfair Business Practices Act of California (*Bus. & Prof. Code*, § 17200 et seq.).

57. Typicality: The claims of the named Plaintiff are typical of the claims of the members of the Plaintiff Class. Defendants' common course of conduct in failing to provide their non-exempt employees with meal and rest periods and all wages in compliance with the applicable wage order, or premium compensation at the regular rate in lieu thereof, failing to provide them with proper wages and overtime, and failing to provide them with compliant wage statements has caused Plaintiff and the proposed Class to sustain the same or similar injuries and damages. Plaintiff's claims are thereby representative of and co-extensive with the claims of the proposed Class. Plaintiff and the proposed Class sustained the same or similar injuries and damages arising from Defendants' common policies, practices, procedures, protocols, routines, and rules which were applied to other Class Members as well as Plaintiff. Plaintiff seeks recovery for the same type of losses, injuries, and damages as were suffered by other members of the proposed class.

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

1 59. Superiority of Class Action: A class action is superior to other available methods for the
2 fair and efficient adjudication of this litigation since individual litigation of the claims of all Class
3 Members is impracticable. It would be unduly burdensome to the courts if these matters were to proceed
4 on an individual basis, because this would potentially result in hundreds of individual, repetitive lawsuits.
5 Further, individual litigation presents the potential for inconsistent or contradictory judgments, and the
6 prospect of a “race to the courthouse,” and an inequitable allocation of recovery among those with equally
7 meritorious claims. By contrast, the class action device presents far fewer management difficulties, and
8 provides the benefit of a single adjudication, economics of scale, and comprehensive supervision by a
9 single court.

10 60. The various claims asserted in this action are additionally or alternatively certifiable under
11 the provisions of California *Code of Civil Procedure* § 382 because:

- 12 a. The prosecution of separate actions by hundreds of individual class members would create
13 a risk or varying adjudications with respect to individual class members, thus establishing
14 incompatible standards of conduct for Defendants, and,
15 b. The prosecution of separate actions by individual class members would also create the risk
16 of adjudications with respect to them that, as a practical matter, would be dispositive of the
17 interest of the other class members who are not a party to such adjudications and would
18 substantially impair or impede the ability of such non-party class members to protect their
19 interests.

20 **FIRST CAUSE OF ACTION**

21 **Failure to Pay All Overtime Wages**

22 **California Labor Code §§ 510, 1198, and Applicable IWC Wage Orders**

23 **(By Plaintiff and Members of the Putative Class Against Defendants)**

24 61. Plaintiff incorporates herein by reference the allegations set forth above.

25 62. At all times relevant herein, which comprise of the time period not less than four (4) years
26 preceding the filing of this action, Defendants were required to compensate their hourly employees for all
27 overtime hours worked.

28 63. California *Labor Code* §§ 510 and 1198 and the applicable Industrial Welfare Commission

1 (“IWC”) wage order require employers to pay employees working more than eight (8) hours in a day or
2 more than forty (40) hours in a workweek at the rate of one-and-one-half (1 ½) times the regular rate of
3 pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.
4 The applicable IWC wage order further provides that employers are required to pay employees working
5 more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate
6 of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf
7 of, the employee, including nondiscretionary bonuses and incentive pay.

8 64. Defendants willfully failed to pay all overtime wages owed to Plaintiff and members of the
9 Class. During the Relevant Time Period, Plaintiff and members of the Class were not paid overtime
10 premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
11 hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not
12 recorded as alleged above.

13 65. For example, Plaintiff and the Class Members were paid a per diem rate. However, on the
14 days when they worked overtime, the per diem rate was not included in calculating their regular rate.
15 Thus, they were not paid the full overtime amount that they were owed.

16 66. Defendants knew or should have known that as a result of company-wide practices and/or
17 policies, that prevents Plaintiff and members of the Class from earning overtime, Plaintiff and members
18 of the Class were performing assigned duties off-the-clock and were suffered or permitted to perform
19 work for which they were not paid. Because Plaintiff and members of the Class worked shifts of eight (8)
20 hours a day or more or forty (40) hours a week or more, some of this off-the-clock work qualified for
21 overtime premium pay. Therefore, Plaintiff and members of the Class were not paid overtime wages for
22 all of the overtime hours they actually worked.

23 67. Defendants’ failure to pay Plaintiff and members of the Class the balance of overtime
24 compensation, as required by California law, violates the provisions of *Labor Code* §§ 510 and 1198.
25 Plaintiff and members of the Class are entitled to recover civil penalties, attorney’s fees, costs, and interest
26 thereon.

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1 76. *Labor Code* § 1194.2(a) provides in relevant part: “In any action under § 1193.6 or § 1194
2 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the
3 commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages
4 unlawfully unpaid and interest thereon.”

5 77. *Labor Code* § 1197 provides: “The minimum wage for employees fixed by the commission
6 is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed
7 is unlawful.”

8 78. Plaintiff is informed and believes, and therefore alleges, that Defendants’ compensation
9 schemes do not fairly compensate Plaintiff and other Class Members for all hours spent performing their
10 job duties.

11 79. The failure to pay at least minimum wages to Plaintiff and members of the Plaintiff Class
12 for each and every hour worked violates *Labor Code* §§ 1182.11-1182.12, 1194, 1194.2, and 1197; the
13 applicable IWC wage order section 4; and *Business & Professions Code*.

14 80. The failure to pay designated wages to Plaintiff and members of the Plaintiff Class for each
15 and every hour worked violates *Labor Code* § 221 and 223; the applicable IWC wage order section 3; and
16 *Business & Professions Code*.

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

19 **THIRD CAUSE OF ACTION**

20 **Failure to Provide Compliant Meal Breaks**

21 **Labor Codes §§ 226.7, 512, 516, 1198 and Applicable IWC Wage Orders**

22 **(By Plaintiff and Members of the Putative Class Against Defendants)**

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

25 83. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and the Class Members
26 regularly worked more than five (5) hours per shift and were entitled to a meal period of not less than
27 thirty (30) minutes without duty.

28 84. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants

1 routinely failed to provide Plaintiff and the members of the Class with such meal periods without duty,
2 notwithstanding the fact that Plaintiff and the members of the Class had not waived their right to the same.
3 Thus, Defendants failed to provide Plaintiff and the members of the Class with compliant meal periods
4 required by *Labor Code* §§ 226.7, 512, 516 and the applicable IWC wage order section 10, and
5 categorically failed to pay any and all meal period wages due.

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

10 86. Under the foregoing, California employers must provide meal periods and authorize and
11 permit rest periods to all employees during their shifts. In *Augustus et al. v. ABM Security Services, Inc.*
12 (2016) 2 Cal.5th 257, the California Supreme Court reaffirmed that the required meal and rest periods
13 must be “off-duty,” which means that employees must be relieved of “all work-related duties,” including
14 the duty to remain “on call,” and they must be “free from employer control” over how they “spend their
15 time.” *Id.* at 264, 269. Employees must have the freedom to use meal and rest periods for their own
16 purposes. *Id.* at 270; *Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1038-39.

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

22 88. The Supreme Court’s decision in *Augustus* demonstrates a series of meal and rest break
23 cases affirming California’s broad, protective standard for employees.¹

24 89. Moreover, as the mere existence of a facially lawful meal and rest break policy is
25 unavailing if there are practical constraints and pressures on employees to perform their duties in ways
26

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

1 that omit breaks. See *Brinker, supra*, 53 Cal.4th at 1040.

2 90. Yet, Defendants did and do not provide Plaintiff and members of the Class with meal
3 periods during which they are completely relieved of duty for at least thirty (30) minutes by the fifth hour
4 of work and again by the tenth hour of work. Specifically, Plaintiff and the other employees carried radios
5 that they had to keep on their person during their meal breaks. Additionally, Plaintiff and the other Class
6 Members routinely worked through their meal breaks and Defendants have no policy of scheduling a set
7 time for the employees' meal breaks. Plaintiff and the other employees would take their meal breaks at
8 random times whenever they had some time to eat. Plaintiff alleges that approximately 10-20% of the
9 time, he did not get a meal break at all in his shift. Approximately 70% of the time, Plaintiff would take
10 meal breaks that were less than 30 minutes in length.

11 91. Despite Plaintiff and the other employees not receiving meal breaks or short meal breaks,
12 Defendants would clock the employees out for meal breaks, so that it is reflected on their timesheets. On
13 days when Plaintiff and the Class Members clocked out for their meal break after the fifth hour,
14 Defendants did not pay them a meal break premium. As illustrated above, on days when Plaintiff and the
15 other employees worked more than 10 hours, Defendants did not provide them a second meal break or
16 pay them a meal break premium.

17 92. Plaintiff alleges that meal breaks were frequently late as described above. As a result,
18 Plaintiff and members of the Class were forced to work in excess of five (5) hours before taking a meal
19 period.

20 93. Thus, Defendants have failed to perform their obligations to provide Plaintiff and the
21 members of the Plaintiff Class with off-duty meal periods by the end of the fifth hour of work and a second
22 meal period by the end of the tenth hour of work. Defendants have also failed to pay Plaintiff and the
23 members of the Plaintiff Class one (1) hour of pay at the regular rate for each off-duty meal period that
24 they have been denied.

25 94. Employers must pay premium payments to employees for missed meal, rest, and recovery
26 breaks at the employee's "regular rate of pay" instead of their base hourly rate. *Ferra v. Loews Hollywood*
27 *Hotel, LLC* (2021) 11 Cal.5th 858.

28 95. Defendants knew or should have known that as a result of their policies and/or practices,

1 that Plaintiff and members of the Class were not actually relieved of all duties to take timely, uninterrupted
2 meal periods. Defendants further knew or should have known that they did not pay Plaintiff and members
3 of the Class all meal period premiums when meal periods were missed, late, short, and/or interrupted.
4 Furthermore, Defendants have engaged in a company-wide practice and/or policy of not paying meal
5 period premiums owed when compliant meal periods are not provided. Because of this practice and/or
6 policy, Plaintiff and members of the Class have not received all premium pay for missed, interrupted, or
7 late meal periods. Accordingly, Defendants failed to provide all meal periods in violation of *Labor Code*
8 §§ 226.7, 512(a), 516, and 1198.

9 96. Plaintiff and members of the Class are entitled to civil penalties, attorney's fees, costs, and
10 interest thereon.

11 **FOURTH CAUSE OF ACTION**

12 **Failure to Provide Compliant Rest Breaks**

13 **Labor Code §§ 226.7, 516, 1198 and Applicable IWC Wage Orders**

14 **(By Plaintiff and Members of the Putative Class Against Defendants)**

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

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

26 99. Plaintiff is informed and believes, and thereon allege, that Plaintiff and Class Members
27 were entitled to a paid rest period of not less than ten (10) minutes without duty for each and every four
28 (4) hours or major fraction thereof worked during the workday.

1 100. Nevertheless, Plaintiff is informed and believes, and thereon alleges, that Defendants
2 routinely failed to provide Plaintiff and the members of the Plaintiff Class with such paid rest periods
3 without duty, notwithstanding the fact that Plaintiff and the members of the Plaintiff Class had not waived
4 their right to the same. Plaintiff alleges that he regularly had to skip any chances at taking his rest breaks
5 during his shifts or cut them short of the 10-minute timeframe. Due to the nature of work, Plaintiff and
6 the other employees found themselves having to routinely forego rest breaks to meet production
7 requirements. Additionally, Defendants never scheduled rest breaks into their shifts. On days when
8 Plaintiff and employees worked more than 10 hours, Defendants did not provide them with a third rest
9 break, nor pay them a rest break premium.

10 101. Thus, Defendants failed to provide Plaintiff and Class Members with rest periods required
11 by *Labor Code* §§ 226.7, 512, and 516, IWC wage order section 11 and categorically failed to pay any
12 and all rest period wages due.

13 102. Plaintiff and Class Members seek damages pursuant to *Labor Code* § 226.7(b) and the
14 applicable IWC wage order section 11(D), in the amount of one additional hour of pay at the regular rate
15 for each work day that the rest period is/was not provided or provided late to Plaintiff and any member of
16 the Class, the cumulative sum of which is to be determined at trial.

17 103. Therefore, Plaintiff and members of the Plaintiff Class are entitled to compensation for
18 Defendants' failure to provide rest periods, plus interest, attorneys' fees, expenses, and costs of suit
19 pursuant to *Labor Code* § 226.7(b) and the applicable wage order.

20 **FIFTH CAUSE OF ACTION**

21 **Failure to Timely Pay Wages During Employment**

22 **Labor Code § 204 and Applicable IWC Wage Orders**

23 **(By Plaintiff and Members of the Putative Class Against Defendants)**

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

26 105. California *Labor Code* § 204 requires that all wages earned by any person in any
27 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages
28 due upon termination of an employee, are due and payable between the 16th and the 26th day of the month

1 during which the labor was performed, and that all wages earned by any person in any employment
2 between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon
3 termination of an employee, are due and payable between the 1st and the 10th day of the following month.

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

9 107. During the Class Period, Defendants willfully failed to pay Plaintiff and members of the
10 Classes all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and
11 rest period premiums, within the time periods specified by California *Labor Code* § 204.

12 108. Plaintiff and members of the Classes are entitled to recover civil penalties, attorney's fees,
13 costs, and interest thereon, pursuant to *Labor Code* § 210.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Pay Wages at Time of Termination**

16 **Labor Code §§ 201-203 and Applicable IWC Wage Orders**

17 **(By Plaintiff and Members of the Terminated Sub-Class Against Defendants)**

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

20 110. At all times, relevant herein, Defendants were required to pay their employees all wages
21 owed in a timely fashion during and at the end of their employment, pursuant to *Labor Code* § 201-203.

22 111. As a pattern and practice, Defendants regularly failed to pay Plaintiff and the members of
23 the Terminated Sub-Class their final wages pursuant to *Labor Code* §§ 201-203, and accordingly owe
24 waiting time penalties pursuant to *Labor Code* § 203.

25 112. *Labor Code* §§ 201 and 202 provide that if an employer discharges an employee, the wages
26 earned and unpaid at the time of discharge are due and payable immediately, and that if an employee
27 voluntarily leaves his or her employment, his or her wages shall become due and payable not later than
28 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice

1 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
2 quitting.

3 113. On information and belief, Defendants have a company-wide practice or policy of paying
4 departing employees their final wages late, instead of adhering to the time requirements set forth in *Labor*
5 *Code* § 201 and 202.

6 114. Plaintiff and members of the Terminated Sub-Class are entitled to recover civil penalties,
7 attorney's fees, costs, and interest thereon, pursuant to *Labor Code* § 256.

8 **SEVENTH CAUSE OF ACTION**

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

10 **Labor Code §§ 226, 1174.5 and Applicable IWC Wage Orders**

11 **(By Plaintiff and Members of the Putative Class Against Defendants)**

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

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

17 117. California *Labor Code* § 226(e) provides that if an employer fails to comply with providing
18 an employee with properly itemized wage statements as set forth in § 226(a), then the employee is entitled
19 to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs
20 and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, *Labor*
21 *Code* § 226.3 provides that any employer who violates § 226(a) shall be subject to a civil penalty in the
22 amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation
23 in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails
24 to keep the required records pursuant to § 226(a).

25 118. Defendants knowingly and intentionally failed to furnish Plaintiff and the members of the
26 Classes with timely, itemized statements in compliance with *Labor Code* § 226(a) and the applicable IWC
27 Wage order section 6(B).

28 119. Plaintiff is informed and believes, and thereon alleges, that Defendants knowingly and

intentionally failed to furnish Plaintiff and members of the Classes with timely, itemized statements showing (a) total hours, (b) gross wages earned, (c) all deductions, and/or (d) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked at each hourly rate by each respective individual.

120. Plaintiff is informed and believes, and thereon alleges, that Defendants did not maintain accurate business records pertaining to the total hours worked for Defendants by Plaintiff and the members of the Classes as required under *Labor Code* § 1174.5. This is a result of, inter alia, missing hours worked, unpaid overtime, and missed meal and rest-break premiums, as illustrated above.

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

122. 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 order. Furthermore, *Labor Code* § 1198 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.

123. During the Relevant Time Period, Defendants failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Plaintiff and members of the Plaintiff Class, in violation of *Labor Code* § 1198.

124. Plaintiff and the members of the Plaintiff Class herein seek damages and penalties pursuant to *Labor Code* § 226(e) for Defendants’ violations of *Labor Code* § 226(a).

125. Plaintiff and Class Members also seek preliminary and permanent injunctive relief and an award of reasonable attorneys’ fees and costs pursuant to *Labor Code* § 226(h).

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1 **EIGHTH CAUSE OF ACTION**

2 **Business & Professions Code § 17200 et seq.**

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

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

6 127. *Business & Professions Code* § 17200 defines unfair competition to include, “unlawful,
7 unfair or fraudulent business practices.”

8 128. Plaintiff and all proposed Class Members are “persons within the meaning of *Business &*
9 *Professions Code* § 17204, who have suffered injury in fact and have lost money or property as a result
10 of Defendants’ unfair competition.

11 129. Defendants have been committing, and continue to commit, acts of unfair competition by
12 engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint,
13 including, but not limited to:

- 14 a. violations of *Labor Code* §§ 510, 1198;
15 b. violations of *Labor Code* §§ 221, 223, 1182, 1194, 1197, 1198;
16 c. violations of *Labor Code* §§ 226.7, 512, 516 and 1198;
17 d. violations of *Labor Code* §§ 226.7, 516 and 1198;
18 e. violations of *Labor Code* § 204;
19 f. violations of *Labor Code* §§ 201-203; and,
20 g. violations of *Labor Code* §§ 226(a) and 1174.

21 130. As a result of their unlawful, unfair, and/or fraudulent business acts and practices,
22 Defendants have reaped and continue to reap unfair benefits and illegal profits at the expense of Plaintiff
23 and proposed Class Members. Defendants’ unlawful, unfair, and/or fraudulent conduct has also enabled
24 Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

25 131. *Business & Professions Code* § 17203 provides that the Court may restore to an aggrieved
26 party any money or property acquired by means of the unlawful, unfair, and/or fraudulent business acts or
27 practices.

28 132. Plaintiff seeks a court order enjoining Defendants from the unlawful, unfair, and/or

fraudulent activity alleged herein.

133. Pursuant to California *Civil Code* § 3287(a), Plaintiff and other members of the Plaintiff Class are entitled to recover pre-judgment interest on wages earned, but not paid.

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

135. Plaintiff seeks restitution for himself, and all others similarly situated of these amounts, including all earned and unpaid wages and attorneys' fees and costs pursuant to *Code of Civil Procedure* § 1021.5.

PRAYER FOR RELIEF

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

1. For an order certifying the proposed Plaintiff and Terminated Sub-Class;
2. For an order that counsel for Plaintiff be appointed class counsel;
3. Designation of Plaintiff as the class representative of the Plaintiff and Terminated Sub-Class;
4. For restitution of all monies due to Plaintiff and the members of the Plaintiff Class and disgorgement of all profits from the unlawful business practices of Defendants;
5. Prejudgment and post judgment interest on all sums awarded;
6. For compensatory damages;
7. For penalties pursuant to *Labor Code* §§ 210, 226, 226.7;
8. For interest accrued to date;
9. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 226 and 1194;
10. For reasonable attorneys' fees pursuant to *Labor Code* § 226 and *Code of Civil Procedure* § 1021.5, and/or other applicable law; and,
11. A declaratory judgment that Defendants have knowingly and intentionally violated the following provisions of law:
 - a. California *Labor Code* §§ 510, 1198 for failing to pay overtime;

- 1 b. California *Labor Code* §§ 221, 223, 1182, 1194, 1197, and 1198 for failing to pay all
2 wages;
3 c. California *Labor Code* §§ 226.7, 512, 516, and 1198 for failing to provide compliant
4 meal and rest breaks;
5 d. California *Labor Code* § 204 for failing to timely pay wages during employment;
6 e. California *Labor Code* §§ 201-203 for failing to pay all wages owed at termination;
7 f. California *Labor Code* §§ 226(a) and 1174 for failing to provide accurate, itemized
8 wage statements and failing to maintain accurate records; and,
9 g. *Business & Professions Code* §§ 17200-08 for violating the provisions set forth
10 herein above.

11 12. For all such other and further relief that the Court may deem just and proper.

12
13 DATED: July 15, 2025

BRADLEY/GROMBACHER, LLP

14
15 By: Marcus J. Bradley
16 Marcus J. Bradley, Esq.
17 Kiley L. Grombacher, Esq.
18 Attorneys for Plaintiff and others similarly situated
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DATED: July 15, 2025

By: Marcus J. Bradley

 Marcus J. Bradley, Esq.
 Kiley L. Grombacher, Esq.
 Attorneys for Plaintiff and others similarly situated