

1 Jose R. Garay (SBN: 200494)
jose@garaylaw.com

2 **JOSE GARAY, APLC**
249 E. Ocean Blvd. #814
3 Long Beach, CA 90802
Telephone: (949) 208-3400
4 Facsimile: (562) 590-8400

5 Attorneys for Plaintiff, EDGAR LOPEZ,
6 an individual, on behalf of himself and others similarly situated

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

10/27/2023
Clerk of the Court
BY: WILLIAM TRUPEK
Deputy Clerk

7 **SUPERIOR COURT OF CALIFORNIA**
8 **COUNTY OF SAN FRANCISCO**

10 EDGAR LOPEZ, an individual, on behalf of
11 himself and others similarly situated,

12 Plaintiff,

13 vs.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ANDREW CHEKENE ENTERPRISES, INC.
DBA A.C. ENTERPRISE, a California
Corporation.; ANDREW CHEKENE, as an
individual, and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-23-603955

**SECOND AMENDED CLASS ACTION
COMPLAINT**

1. **Failure to Pay All Wages Including Minimum and Overtime Wages §§ 204, 206, 226.2, 226.8, 510, 1182.12, 1194, 1194.2, 1197;**
2. **Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order 5-2001, § 11;**
3. **Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and Wage Order 5-2001, § 12;**
4. **Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802; and**
5. **Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;**
6. **Failure to Pay Waiting Time Penalties, Labor Code §§ 201-203**
7. **Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, et seq.**
8. **Enforcement of the Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

1 Plaintiff EDGAR LOPEZ (“Plaintiff”), individually, and on behalf of all others similarly
2 situated, brings this Second Amended Class Action Complaint (“Complaint”) against Defendants
3 ANDREW CHEKENE, and individual, ANDREW CHEKENE ENTERPRISES, INC. DBA A.C.
4 ENTERPRISE, a California Corporation, DOES 1 through 50, inclusive (collectively, “Defendants”
5 or “AC ENTERPRISES”), and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to represent
8 (“Class” or “Class Members”). The Class consists of all current and former non-exempt employees
9 employed by Defendants in the State of California during the Class Period. The term “Class Period”
10 is defined as February 11, 2022 until class certification. Plaintiff reserves the right to amend this
11 complaint to reflect a different “Class Period” as further discovery is conducted.

12 2. Plaintiff, individually, and on behalf of Class, seeks relief against Defendants, for their
13 practices of violating the applicable Industrial Welfare Commission (“IWC”) Wage Orders, Code of
14 Regulations, and California Labor Code, including: (1) failure to pay all wages (including minimum,
15 regular, overtime, and double time compensation); (2) failure to provide meal periods or compensation
16 in lieu thereof; (3) failure to authorize or permit rest breaks or provide compensation in lieu thereof;
17 (4) failure to reimburse business expenses; (5) failure to provide accurate itemized wage statements;
18 and (6) failure to pay all wages due upon separation of employment. These violations concern current
19 and past non-exempt employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and Class the unlawful practices and policies set forth herein.

22 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative
23 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys’
24 fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 208, 226, 226.7, 510, 512,
25 1182.12, 1194, 1194.2, 1197, and 1198, and California Code of Civil Procedure section 1021.5.

26 //

27 //

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

6. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

8. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or have an agent or agents in this county, and the acts and omissions alleged herein took place in this county.

9. Plaintiff is a California citizen and resides in SAN FRANCISCO County, California. Defendants employed Plaintiff as a non-exempt hourly employee during the Class Period. Plaintiff's employment with Defendant ended within one year of the filing of this action. Plaintiff's job duties included all construction tasks and job responsibilities at Defendants' multiple worksites through San Francisco, and elsewhere.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

1 11. Defendant ANDREW CHEKENE ENTERPRISES, INC. DBA A.C. ENTERPRISE.
2 was and is a California corporation doing business in SAN FRANCISCO County and elsewhere in
3 California. ANDREW CHEKENE ENTERPRISES, INC. DBA A.C. ENTERPRISE provides general
4 contractor (construction) services throughout the State of California. AC ENTERPRISES has and
5 continues to employ non-exempt employees throughout the Class Period.

6 12. Defendant ANDREW CHEKENE is an individual and joint employer and a resident of
7 California and is doing business in San Francisco County. ANDREW CHEKEN controls directly or
8 indirectly the wages, hours, and working conditions of Plaintiff and Class members throughout the
9 State of California and continues to employ non-exempt employees throughout the Class Period
10 individually as an employer or joint employer.

11 13. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
12 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
13 whose employees were and are engaged throughout this county and the State of California.

14 14. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
15 Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff
16 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
17 their names and capacities are ascertained.

18 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
19 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
20 times.

21 16. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
22 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
23 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
24 to the other Defendants.

25 17. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
26 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
27 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
28 acted as the employer and/or joint employer of Plaintiff and the Class Members.

1 18. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
2 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
3 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
4 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
5 all Defendants were in accordance with, and represent, the official policy of Defendants.

6 19. At all relevant times, Defendants, and each of them, acted within the scope of such
7 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
8 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
9 Defendants in proximately causing the damages herein alleged.

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

13 ///

14 ///

15 ///

16 ///

1 **CLASS ALLEGATIONS**

2 21. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on
3 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
4 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
5 the Class Period.

6 22. Plaintiff's proposed Class consists of and is defined as follows:

7 Class

8 All current and former non-exempt employees employed by Defendants in the State of
9 California within the Class Period (February 11, 2022 until the date of certification).

10 23. Plaintiff also seeks to certify the following Subclass:

11 Waiting Time Subclass

12 All Class Members who separated from their employment with Defendants during the
13 Class Period (February 11, 2022 until the date of certification) ("Subclass" or "Waiting
14 Time Subclass").

15 24. Members of the Class and Subclass described above will be collectively referred to as
16 "Class Members."

17 25. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
18 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
19 investigation, discovery, and specific theories of liability.

20 26. There is a well-defined community of interest in this litigation and the proposed Class
21 and Subclass are readily ascertainable.

22 27. **Commonality:** This action has been brought and may properly be maintained as a class
23 action under the California Code of Civil Procedure section 382 because there are common questions
24 of law and fact as to the Class Members that predominate over any questions affecting only individual
25 members including, but not limited to, the following:

- 26 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
27 regular, overtime, and double time wages) for all hours worked, including the correct
28 legal minimum wage, overtime and double overtime rate when Plaintiff and Class

1 members were paid a piece-rate;

2 (b) Whether Defendants' rounding policy and practice favored Defendants by
3 systematically undercompensating Plaintiff and Class Members;

4 (c) Whether Defendants compensated Plaintiff and Class Members for non-productive
5 time and time spent during rest breaks when Plaintiff and Class Members were paid by
6 piece rate;

7 (d) Whether Defendants compensated Plaintiff and Class Members for drive time;

8 (e) Whether Defendants required Plaintiff and Class Members to work off-the-clock
9 without compensation;

10 (f) Whether Defendants required Plaintiff and Class Members to incur business expenses
11 without reimbursement;

12 (g) Whether Defendants provided Plaintiff and Class Members with compliant meal
13 periods or paid compensation in lieu thereof;

14 (h) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
15 Class Members or paid compensation in lieu thereof;

16 (i) Whether Defendants paid Plaintiff and Class Members for rest periods or paid
17 compensation in lieu thereof;

18 (j) Whether Defendants failed to provide Plaintiff and Class Members with accurate
19 itemized wage statements;

20 (k) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
21 due immediately upon termination or within 72 hours of resignation;

22 (l) Whether Defendants' conduct was willful or reckless; and

23 (m) Whether Defendants engaged in unfair business practices in violation of Business and
24 Professions Code sections 17200, *et seq.*

25 28. There is a well-defined community of interest. Further, Plaintiff and Class Members
26 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
27 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
28 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff

1 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
2 will advance resolution of each individual Class Member's claims.

3 29. **Numerosity:** The Class Members are so numerous that joinder of all members is
4 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
5 time, on information and belief, the class is estimated to be greater than 300 individuals.

6 30. **Ascertainability:** The identities of the Class Members are readily ascertainable by
7 inspection of Defendants' employment and payroll records.

8 31. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
9 Class Members because Defendants' failure to comply with the provisions of California's wage and
10 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
11 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
12 are caused by Defendants' common course of conduct as alleged herein.

13 32. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
14 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
15 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
16 proposed class counsel, are competent and experienced in litigating large employment class actions
17 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
18 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
19 that have been and will be necessarily expended for the prosecution of this action for the substantial
20 benefit of the Class Members.

21 33. **Superiority:** The nature of this action makes use of class action adjudication superior
22 to other methods. A class action will achieve economies of time, effort, and expense as compared with
23 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
24 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
25 is empowered to, fashion methods to efficiently manage this case as a class action.

26 34. **Public Policy Considerations:** Employers in the State of California violate
27 employment and labor laws every day. Current employees are often afraid to assert their rights out of
28 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they

1 believe their former employers might damage their future endeavors through negative references
2 and/or other means. Class actions provide class members who are not named in the complaint with a
3 type of anonymity that allows for the vindication of their rights while affording them privacy
4 protections.

5 **GENERAL ALLEGATIONS**

6 35. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff
7 and other persons as non-exempt employees at Defendants' locations within California. Defendants
8 employed Plaintiff in a non-exempt position during his employment and continue to employ non-
9 exempt employees within California. Employees of AC ENTERPRISES were paid an hourly rate and
10 a piece rate which failed to compensate Plaintiff and Putative Class Members the legal rate under
11 California law. Furthermore, AC ENTERPRISES required Plaintiff and Putative Class Members to
12 travel and failed to pay them for hours worked as travel time as required by Defendant.

13 36. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
15 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
16 requirements of California law.

17 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
18 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
19 financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
20 all in order to increase Defendants' profits.

21 38. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
22 knew or should have known that Plaintiff and Class Members were entitled to receive at least
23 minimum, regular, overtime, and double times wages and that they were not receiving minimum,
24 regular, overtime, and double time wages for all work that was required to be performed. During the
25 Class Period, Plaintiff and Class Members regularly worked in excess of eight (8) hours in a workday
26 and/or 40 hours in a workweek, and double time for all hours worked in excess of 12 hours in a
27 workday. In violation of the Labor Code and IWC Wage Orders, Defendants rounded, edited, and/or
28 input the incorrect times for Plaintiff's and Class Members' start times to reflect the scheduled start

1 time instead of the actual start time which should have included time spent arriving early to work, and
2 performing other preliminary duties and postliminary duties, and otherwise preparing for the workday.
3 Defendants also rounded Plaintiff's and Class Members' end time to reflect the scheduled end time
4 despite working past those hours. As such, Plaintiff and Class Members performed work off-the-clock
5 without compensation. In addition, Defendants failed to pay Plaintiff and Class Members the time
6 spent driving to and from worksites when it was in excess of their normal commute to work. Plaintiff
7 and Class Members were not paid at least minimum wages when they were paid on a piece rate basis
8 (for a portion of the Class Period) and not compensated for non-productive time and time spent during
9 rest breaks. In addition, when Defendants switched from a piece rate to hourly pay system, Defendants
10 failed to compensate Plaintiff and Class Members for all hours worked for work performed off-the-
11 clock and for reporting time pay, and overtime pay.

12 39. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
13 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
14 timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
15 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.
16 During the Class Period, Plaintiff and Class Members regularly worked in excess of five (5) and/or 10
17 hours per workday. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
18 Members did not receive compliant meal periods. Specifically, Defendants provided a single one-
19 hour-and-a-half (1.5) hour break that aggregated two 15-minute rest periods and one 30-minute meal
20 period. As such, Defendants failed to provide all required meal period, including second meal periods
21 when Plaintiff and Class Members worked in excess of 10 hours per workday. Even though Plaintiff
22 and other Class Members were prevented from taking compliant meal periods, Defendants failed to
23 provide them with premium pay for every non-compliant meal period.

24 40. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
25 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
26 ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction
27 thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not
28 permitted to take a compliant rest period. During the Class Period, Plaintiff and Class Members

1 regularly worked in excess of four (4) hours or major fraction thereof. In violation of the Labor Code
2 and IWC Wage Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks,
3 due to Defendants' unlawful policy and practice of aggregating two (2) 15-minute rest breaks and a
4 one (1) hour meal period into a single break. Consequently, Plaintiff and Class Members were not
5 authorized or permitted to take rest breaks, including first, second, and third rest breaks. Defendants
6 failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when
7 they did not receive a compliant rest break.

8 41. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
9 Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who
10 separated from their employment with Defendants during the statutory period were entitled to timely
11 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members
12 did not receive payment of all wages owed upon separation within the permissible time period due to,
13 *inter alia*, Defendants' failure to pay all wages and meal and rest period premiums to Plaintiff and
14 Class Members.

15 42. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges
16 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
17 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
18 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
19 all of the information required by Labor Code section 226, including, but not limited to, the gross and
20 net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
21 and the corresponding number of hours worked at each hourly rate.

22 **FIRST CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES**

24 **(Plaintiff and Plaintiff Class Against all Defendants)**

25 43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 44. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
28 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable

1 local minimum wage ordinances in effect throughout California.

2 45. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
3 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
4 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
5 period must be paid no later than the payday for the next regular payroll period.

6 46. Labor Code section 206 provides that in case of a dispute over wages, the employer
7 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
8 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

9 47. The IWC Wage Orders define “hours worked” as “the time during which an employee
10 is subject to the control of an employer and includes all time the employee is suffered or permitted to
11 work, whether or not required to do so.”

12 48. Labor Code section 226.2 provides that employees that are compensated on a piece-
13 rate basis during a pay period, shall be compensated for rest and recovery periods and other
14 nonproductive time separate from any piece-rate compensation. Employees shall be compensated for
15 rest and recovery periods at a regular hourly rate that is no less than the higher of: (1) an average
16 hourly rate determined by dividing the total compensation for the workweek, exclusive of
17 compensation for rest and recovery periods and any premium compensation for overtime, by the total
18 hours worked during the workweek, exclusive of rest and recovery periods; or (2) the applicable
19 minimum wage. Defendant misrepresented to Plaintiff and Class Members that it paid a piece rate but
20 in fact paid minimum wage.

21 49. Labor Code section 510 and the IWC Wage Orders require that employers pay
22 employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay
23 for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after the
24 first eight hours on the seventh consecutive workday in one work week. Labor Code section 510 and
25 the IWC Wage Orders further require that employers pay employees double their regular rate of pay
26 for hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive
27 workday in one workweek. Labor Code section 510 requires payment of overtime wages at one and
28 one half times the “regular rate of pay,” which includes all forms of remuneration earned by the

1 employee including piece-rates.

2 50. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
3 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
4 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
5 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
6 the state or local minimum wage, whichever is higher, for any hour of work. Furthermore, on
7 information and believe AC ENTERPRISES failed to pay the legal “living wage.” Defendant also
8 failed to compensate employee Class Members for travel time.

9 51. Labor Code section 1194 requires that employers pay employees at least the legal
10 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
11 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
12 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
13 along with interest thereon, reasonable attorneys’ fees and costs of suit.

14 52. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
15 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

16 53. Labor Code section 1198 prohibits employers from employing for longer hours or less
17 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
18 the Labor Commissioner.

19 54. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
20 all wages due, including minimum, regular, overtime, and double time wages due to Defendants’
21 unlawful rounding practice, failure to provide compensation for off-the-clock work, and failure to
22 compensate drive time, among other things.

23 55. In violation of California law, Defendants have knowingly and willfully refused to
24 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
25 above.

26 56. Defendants’ failure to pay Plaintiff and Class Members all earned minimum and regular
27 wages in accordance with Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the
28 applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout

1 California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages,
2 liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs
3 in amounts that will be established at trial.

4 **SECOND CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(Plaintiff and Plaintiff Class Against all Defendants)**

7 57. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 58. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
10 and 512, and the applicable IWC Wage Orders.

11 59. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
12 employing any person for a work period of more than 5 hours per day without providing the employee
13 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
14 except that if the total work period per day is no more than 6 hours, the meal period may be waived
15 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
16 is required if an employee works more than 10 hours per day and must begin before the employee's
17 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
18 may be waived by mutual consent of the employer and employee, but only if the first meal period was
19 not waived. An employer must relieve an employee of all duties during meal periods.

20 60. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
21 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
22 and counted as time worked." AC ENTERPRISES maintained a policy and practice wherein
23 employees were regularly required to work through meal periods or were not relieved of all duties and
24 as such under the control of Defendant.

25 61. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
26 requiring any employee to work during a meal period mandated by any California statute, regulation,
27 standard or order. If an employer fails to provide an employee with a meal period in accordance with
28 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the

1 employee one additional hour of pay at the employee's regular rate of compensation for each workday
2 that the meal period is noncompliant.

3 62. During the Class Period, Plaintiff and Class Members did not receive compliant meal
4 periods when working more than five (5) and/or 10 hours per day because Defendants provided only
5 one (1) break per workday. As such, Defendants failed to provide Plaintiff and Class Members with
6 all required meal periods, including second meal periods.

7 63. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
8 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
9 the applicable IWC Wage Order.

10 64. As a result of Defendants' failure to provide compliant meal periods and pay meal
11 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
12 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
13 wages and compensation.

14 65. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
15 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
16 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
17 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

18 66. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
19 fees and costs from Defendants in an amount subject to proof and approved by the Court.

20 **THIRD CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(Plaintiff and Plaintiff Class Against all Defendants)**

23 67. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 68. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
26 and the applicable IWC Wage Orders.

27 69. The IWC Wage Orders require employers to authorize and permit all employees to take
28 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

1 70. If an employer fails to provide an employee with a rest period in accordance with
2 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
3 the employee one additional hour of pay at the employee's regular rate of compensation for each
4 workday that the rest period is noncompliant.

5 71. During the relevant time period, Defendants did not implement a compliant rest break
6 policy or practice by providing only one (1) break per workday. As such, Defendants failed to provide
7 Plaintiff and Class Members with all required rest periods, including second and third rest periods.

8 72. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
9 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
10 applicable IWC Wage Order.

11 73. As a result of Defendants' failure to provide compliant rest periods and pay rest period
12 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
13 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
14 and compensation.

15 74. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
16 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
17 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
18 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

19 75. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
20 fees and costs from Defendants in an amount subject to proof and approved by the Court.

21 **FOURTH CAUSE OF ACTION**
22 **(FAILURE TO REIMBURSE FOR BUSINESS EXPENSES)**

23 **(Plaintiff and Plaintiff Class Against all Defendants)**

24 76. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth
25 herein.

26 77. Pursuant to Labor Code §2802, Defendants are required to reimburse Plaintiff for
27 business expenses incurred in the direct consequences of his discharge of his duties for Defendants,
28 including expenses associated with the purchase of equipment such as benches, impact drills, and

1 lasers.

2 78. Within Class Period, Plaintiff and the Plaintiff Class was or has been required to incur
3 expenses as a condition of and in the discharge of his employment duties and has thereby incurred
4 expenses for these items.

5 79. Defendant has failed to reimburse Plaintiff for said expenses.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

8 **(Plaintiff and Plaintiff Class Against all Defendants)**

9 80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
10 fully set forth herein.

11 81. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

12 82. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
13 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
14 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
15 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
16 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
17 identification number of the employee, (8) the name and address of the legal entity that is the
18 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
19 at each hourly rate.

20 83. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
21 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
22 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
23 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
24 an award of costs and attorneys' fees.

25 84. During the relevant time period, Defendants have knowingly and intentionally failed
26 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
27 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
28 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the

1 pay period, and the corresponding number of hours worked at each hourly rate.

2 85. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
3 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
4 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
5 Labor Code section 226(a) because they were denied both their legal right to receive, and their
6 protected interest in receiving, accurate itemized wage statements under California Labor Code section
7 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
8 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
9 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
10 also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

11 86. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
12 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
13 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
14 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
15 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
16 according to proof at trial.

17 87. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
18 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
19 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

20 **SIXTH CAUSE OF ACTION**

21 **WAITING TIME PENALTIES**

22 **(Plaintiff and Plaintiff Class Against all Defendants)**

23 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 89. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
26 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
27 Plaintiff and Waiting Time Subclass Members.

28 90. Labor Code section 201 requires that if an employer discharges an employee, the wages

1 earned and unpaid at the time of discharge are due and payable immediately.

2 91. Labor Code section 202 requires that if “an employee not having a written contract for
3 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
4 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
5 which case the employee is entitled to his or her wages at the time of quitting.

6 92. Labor Code section 203 provides that if an employer willfully fails to pay, without
7 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
8 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
9 action therefor is commenced, but that the wages shall not continue for more than 30 days per
10 employee.

11 93. During the relevant time period, Defendants willfully failed to pay Waiting Time
12 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
13 regular, overtime, and double time compensation, and premium compensation either at the time of
14 discharge or within 72 hours of leaving Defendants’ employ.

15 94. As a result of Defendants’ failure to timely pay all wages owed to Plaintiff and Waiting
16 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and
17 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
18 attorneys’ fees, and costs in amounts that will be established at trial.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR BUSINESS PRACTICES**

21 **(Plaintiff and Plaintiff Class Against all Defendants)**

22 95. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
23 fully set forth herein.

24 96. Plaintiff brings this claim individually and on behalf of Class Members.

25 97. Business & Professions Code section 17200 (“UCL”) prohibits unfair competition in
26 the form of any unlawful, unfair, or fraudulent business act or practice.

27 98. Business and Professions Code section 17204 allows “any person who has suffered
28 injury in fact and has lost money or property as a result of such unfair competition” to prosecute a civil

1 action for violation of the UCL.

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

7 100. Beginning at an exact date unknown to Plaintiff, but at least during the Class Period,
8 Defendants have committed acts of unfair competition as defined by the Unfair Business Practices
9 Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this
10 complaint, including, but not limited to, violations of Labor Code sections 201-204, 206, 226, 226.7,
11 510, 512, 1182.12, 1194, 1194.2, 1197, and 1198 as well as other statutes.

12 101. The violations of these laws and regulations, as well as of fundamental California
13 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
14 Business and Professions Code sections 17200 et seq.

15 102. As a result of these actions, Plaintiff, on information and belief, alleges that Defendants
16 are able to unfairly compete with other comparable companies in the State of California in violation
17 of Business & Professions Code sections 17000 et. seq. and sections 17200 et. seq. Due to these
18 unlawful, unfair, and/or fraudulent business practices, Defendants have gained a competitive
19 advantage over other comparable companies doing business in the State of California.

20 103. The victims of these unlawful, unfair, and/or fraudulent business practices include, but
21 are not limited to, Plaintiff, putative class members, competing cannabis manufacturers in the State of
22 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that
23 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
24 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the general
25 public.

26 104. Plaintiff's success in this action will enforce important rights affecting the public
27 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf of
28 himself.

105. Business and Professions Code sections 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants from repeating their unlawful, unfair, and fraudulent business acts and business practices alleged above.

106. Business and Professions Code section 17203 provides that the Court may restore to any person in interest, any money or property that may have been acquired by means of such unfair competition. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions Code section 17203 for wages and payments unlawfully withheld from employees, including the fair value of the meal and rest periods and other losses alleged herein, during the Class Period. All remedies are cumulative pursuant to Business & Professions Code section 17205.

107. Business and Professions Code section 17202 provides: “Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

108. Plaintiff requests injunctive relief pursuant to Business & Professions Code section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

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

EIGHT CAUSE OF ACTION

ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Plaintiff and Plaintiff Class Against all Defendants)

110. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

111. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under

1 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
2 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
3 after 65 days have passed without notice from the LWDA.

4 112. Plaintiff gave written notice of the specified provisions alleged to have been violated,
5 including the facts and theories to support the alleged violations, as required by Labor Code section
6 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
7 electronically filing the notice via the Department of Industrial Relations' website on January 11, 2023
8 (LWDA-CM-928793-23).

9 113. Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a
10 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
11 this part at any time within 60 days of the time periods specified in this part." More than 65 days
12 has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the
13 LWDA. Accordingly, Plaintiff may amend the Complaint as a matter of right within this 60 day
14 period as specified by Labor Code section 2699.3(a)(2)(C).

15 114. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that
16 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
17 divisions, commissions, boards, agencies or employees for violation of the code may, as an
18 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
19 himself and other current or former employees pursuant to the procedures specified in Labor Code
20 section 2699.3.

21 115. For all provisions of the Labor Code except those for which a civil penalty is
22 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
23 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
24 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
25 period in which Defendants violated these provisions of the Labor Code.

26 116. Defendants' conduct violates numerous Labor Code sections, including, but not
27 limited to, the following:
28

- 1 (a) Violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2,
2 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including
3 minimum, regular, and overtime wages) owed to Plaintiff and other aggrieved
4 employees during employment and upon separation of employment as herein
5 alleged;
- 6 (b) Whether Defendants' rounding policy and practice favored Defendants by
7 systematically undercompensating Plaintiff and Class Members;
- 8 (c) Whether Defendants compensated Plaintiff and Class Members for non-productive
9 time and time spent during rest breaks when Plaintiff and Class Members were paid by
10 piece rate;
- 11 (d) Whether Defendants compensated Plaintiff and Class Members for drive time;
- 12 (e) Whether Defendants required Plaintiff and Class Members to work off-the-clock
13 without compensation;
- 14 (f) Whether Defendants required Plaintiff and Class Members to incur business expenses
15 without reimbursement;
- 16 (g) Whether Defendants provided Plaintiff and Class Members with compliant meal
17 periods or paid compensation in lieu thereof;
- 18 (h) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
19 Class Members or paid compensation in lieu thereof;
- 20 (i) Whether Defendants paid Plaintiff and Class Members for rest periods or paid
21 compensation in lieu thereof;
- 22 (j) Whether Defendants failed to provide Plaintiff and Class Members with accurate
23 itemized wage statements;
- 24 (k) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages
25 due immediately upon termination or within 72 hours of resignation;
- 26 (l) Whether Defendants' conduct was willful or reckless; and
- 27 (m) Whether Defendants engaged in unfair business practices in violation of Business and
28 Professions Code sections 17200, *et seq.*

1 117. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting
2 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
3 provision regulating hours and days of work in any order of the Industrial Welfare Commission
4 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
5 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
6 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
7 for which the employee was underpaid.”

8 118. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
9 either individually or as an officer, agent, or employee of another person, who pays or causes to be
10 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by
11 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
12 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
13 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
14 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
15 pay period for which the employee is underpaid regardless of whether the initial violation is
16 intentionally committed.

17 119. As set forth above, Defendants have violated numerous provisions of the Labor Code
18 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also
19 seeks the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
20 employees, and the State of California.

21 120. Plaintiff is an “aggrieved employee” because he was employed by the alleged
22 violators and had one or more of the alleged violations committed against him, and therefore is
23 properly suited to represent the interests of all other aggrieved employees.

24 121. Plaintiff has exhausted the procedural requirements under Labor Code section
25 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself
26 and all other aggrieved employees under PAGA.

1 122. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
2 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
3 above.

4 123. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred
5 herein.

PRAYER FOR RELIEF

WHEREFORE,

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

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff, EDGAR LOPEZ, as the class representative;
3. For appointment of Jose Garay, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, benefits and penalties, including interest thereon;
7. For expense reimbursements pursuant to Labor Code section 208;
8. For waiting time penalties pursuant to Labor Code section 203;
9. For liquidated damages pursuant to Labor Code section 1194.2;
10. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
13. For reasonable attorneys' fees pursuant to the Labor Code sections 226 and 1194, 2802, 2698, *et seq.*, and Code of Civil Procedure section 1021.5;
14. For PAGA Penalties;

- 1 15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6
2 and Civil Code sections 3287 and 3289;
3 16. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
4 provided by law;
5 17. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194,
6 and Code of Civil Procedure section 1021.5; and
7 18. For such other relief as the Court deems just and proper.

8
9
10 Dated: July 26, 2023

JOSE GARAY, APLC

11
12 By: 

Jose R. Garay

13 Attorneys for Plaintiff EDGAR LOPEZ
14
15

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

18
19 Dated: July 26, 2023

JOSE GARAY, APLC

20
21 By: 

Jose R. Garay

22 Attorneys for Plaintiff EDGAR LOPEZ
23
24
25
26
27
28

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **October 27, 2023**, I served true and correct copies of the following document(s):

• **SECOND AMENDED CLASS ACTION COMPLAINT**

I served the document(s) on the person(s) below as follows:

Michael W. Nelson
mwnelson@littler.com
Littler Mendelson P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597

Harry M. DeCourcy
hdecourcy@littler.com
Littler Mendelson P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597

Attorneys for Defendant Andrew Chekene Enterprises, Inc. dba A.C. Enterprise

The document(s) were served by the following means:

☒ **By e-mail:** In accordance with the service agreement among the parties of this action, I transmitted a true copy of this document(s), in pdf. format by electronic mail to the electronic mail address(es) listed below for each addressee, and received no reply messages indicating delivery failure.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **October 27, 2023**, at Long Beach, California.

/s/Hilda Garza

Hilda Garza