

**T. JOSHUA RITZ & ASSOCIATES, INC.
ATTORNEYS-AT-LAW**

13400 Riverside Dr Ste 101
Sherman Oaks CA 91423

T: 818.788.1123

F: 818.788.1126

www.rhllp.com

T. JOSHUA RITZ, BAR NO. 172364

ATTORNEYS FOR ALL PLAINTIFFS, THE PAGA GROUP
AND THE SETTLEMENT CLASS

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

CESAR PATINO, an individual, JOE
VELASQUEZ, an individual, HARRY
SIMON, an individual, EDIBERTO
GARRIDO, an individual, ROBERT
ANDRADE, an individual, FRANK
GONZALEZ, an individual, ROLANDO
INFANTE, an individual, JAKE KHAM, an
individual, ALLEN TRAVENS, an individual,
OSCAR VALLIN, an individual, JESSI
VILLAZANA, an individual and PETER
HERNANDEZ, an individual, on behalf of
themselves, the State of California and the
Labor and Workforce Development Agency,

Plaintiffs,

v.

REYES COCA-COLA BOTTLING, LLC, a
Delaware Limited Liability Company, and
DOES 1 through 100, INCLUSIVE,

Defendants.

) CASE NO: 23STCV05699

) (*Hon. Mel Red Recana, Dept. 45*)

) CIVIL UNLIMITED

) **SECOND AMENDED CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION COMPLAINT FOR DAMAGES
AND EQUITABLE REMEDIES:**

-) **1. FAILURE TO PAY WAGES AND/OR
OVERTIME (LABOR CODE §§ 204,
510, 1194, 1194.2, 1197 AND 1197.1);**
-) **2. FAILURE TO PROVIDE MEAL AND/OR
REST BREAKS (LABOR CODE §§ 512,
226.7);**
-) **3. FAILURE TO INDEMNIFY EMPLOYEES
FOR BUSINESS EXPENSES (LABOR
CODE §§ 221, 221.5, 2802);**
-) **4. WAGE STATEMENT VIOLATION
(LABOR CODE § 226);**
-) **5. UNLAWFUL COMPETITION (BUS. &
PROF. CODE § 17200);**
-) **6. WAITING TIME PENALTIES (LABOR
CODE § 203);**
-) **7. RETALIATION (LABOR CODE § 98.6);**
-) **8. PRIVATE ATTORNEY GENERAL
ACTION FOR PENALTIES (LABOR
CODE § 2699 et seq.); AND**
-) **9. VIOLATION OF THE FAIR LABOR
STANDARDS ACT.**

DEMAND FOR JURY TRIAL

Plaintiffs CESAR PATINO, JOE VELASQUEZ, HARRY SIMON, EDIBERTO GARRIDO, ROBERT ANDRADE, FRANK GONZALEZ, ROLANDO INFANTE, JAKE KHAM, ALLEN TRAVENS, OSCAR VALLIN, JESSI VILLAZANA, and PETER HERNANDEZ allege on behalf of themselves and all others similarly situated and aggrieved:

I. INTRODUCTION

1. Plaintiffs bring this class and representative action on behalf of themselves and on behalf of a class defined as all current and former hourly non-exempt employees of REYES COCA-COLA BOTTLING, LLC (“Reyes Coca-Cola”) in California who held the position of Fountain Reactive Technician, Bottle/Can Reactive Technician, Fountain Install Technician, and anyone with a “lead” designation in these positions at any time during the Class Period (“Class Members”) beginning four (4) years prior to the filing of the original complaint in this action through the present (“Class Period”), and on behalf of all Aggrieved Persons who worked for Reyes Coca-Cola, defined as all present and former hourly non-exempt employees of Reyes Coca-Cola in California who held the position of Fountain Reactive Technician, Bottle/Can Reactive Technician, Fountain Install Technician, and anyone with a “lead” designation in these positions during the period beginning one year prior to the Labor Workforce Development Agency (“LWDA”) Notice of claims arising under the *Labor Code* Private Attorneys General Act of 2004 (“PAGA”) (defined below) (“PAGA Group”) through the present (“PAGA Period”).

II. PARTIES/VENUE

2. Plaintiff Cesar Patino was at all relevant times an employee of Defendant Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this lawsuit took place within this County.

3. Plaintiff Harry Simon was at all relevant times an employee of Defendant Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this lawsuit took place within this County.

4. Plaintiff Joe Velasquez was at all relevant times an employee of Defendant Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this lawsuit took place within this County.

1 5. Plaintiff Ediberto Garrido was at all relevant times an employee of Defendant
2 Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of
3 this lawsuit took place within this County.

4 6. Plaintiff Jake Kham was at all relevant times an employee of Defendant Reyes
5 Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this
6 lawsuit took place within this County.

7 7. Plaintiff Rolando Infante was at all relevant times an employee of Defendant
8 Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of
9 this lawsuit took place within this County.

10 8. Plaintiff Oscar Vallin was at all relevant times an employee of Defendant Reyes
11 Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this
12 lawsuit took place within this County.

13 9. Plaintiff Frank Gonzalez was at all relevant times an employee of Defendant
14 Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of
15 this lawsuit took place within this County.

16 10. Plaintiff Allen Travens was at all relevant times an employee of Defendant Reyes
17 Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this
18 lawsuit took place within this County.

19 11. Plaintiff Robert Andrade was at all relevant times an employee of Defendant
20 Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of
21 this lawsuit took place within this County.

22 12. Plaintiff Jessi Villazana was at all relevant times an employee of Defendant Reyes
23 Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of this
24 lawsuit took place within this County.

25 13. Plaintiff Peter Hernandez was at all relevant times an employee of Defendant
26 Reyes Coca-Cola and a resident of the County of Los Angeles. The events that form the basis of
27 this lawsuit took place within this County.

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1 14. Plaintiffs are informed and believe, and upon that basis allege, Defendant Reyes
2 Coca-Cola is a Delaware Limited Liability Company authorized to and regularly and customarily
3 doing business in California.

4 15. Plaintiffs bring this action pursuant to Labor Code §§ 98.6, 200, 201, 201.5, 202,
5 203, 204 (i.e., 200 – 204), 206, 206.5, 208, 210, 221, 221.5, 224, 225.5, 226, 226.3, 226.6,
6 226.7, 227.3, 245 *et. seq.*, 246 *et seq.*, 248 *et seq.*, 510, 512, 551, 552, 553, 558, 558.1, 1174,
7 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802 and are seeking wages, expense
8 reimbursements, penalties, injunctive, declaratory, and other equitable relief, and reasonable
9 attorneys' fees and costs.

10 16. Plaintiffs allege Defendants have had a consistent policy of failing to pay wages
11 for all hours worked.

12 18. Plaintiffs allege Defendants have had a consistent policy of failing to provide
13 employees meal and rest breaks.

14 19. Plaintiffs allege Defendants have had a consistent policy of failing to provide
15 employees with accurate itemized wage statements.

16 20. Plaintiffs allege Defendants have had a consistent policy of failing to indemnify
17 employees for business expenses.

18 21. Plaintiffs, pursuant to Business and Professions Code §§ 17200 – 17208, also seek
19 injunctive relief, restitution and disgorgement of all benefits Defendants enjoyed from their
20 unlawful policies and practices.

21 22. The true names and capacities of defendants DOES 1 through 100 are unknown to
22 Plaintiffs, who therefore sues these Defendants by such fictitious names. Plaintiffs will seek
23 leave to amend their complaint to allege such names and capacities as soon as they are
24 ascertained. Plaintiffs are informed and believe, and upon that basis allege, that each of the
25 fictitiously named Defendants is in some manner responsible, liable, and/or obligated to
26 Plaintiffs in connection with the acts alleged herein.

27 23. Plaintiffs are informed and believe and upon that basis allege that DOES 1
28 through 100 are the controlling entities and/or alter egos of the other Defendants, and of each

1 other, and ratified, authorized, and/or directed the conduct of Defendant Reyes Coca-Cola. In
2 doing the things hereinafter alleged, the Defendants, and each of them, acted as the agents,
3 servants and employees of their co-defendants, who acted within the course and scope of their
4 agency and employment, and with the knowledge, consent and approval of their co-defendants
5 whereby their conduct was ratified by their co-defendants.

6 24. Pursuant to California Code of Civil Procedure §§ 393, 395.5, jurisdiction and
7 venue are proper in the Superior Court, State of California, County of Los Angeles.

8 **III. PLAINTIFFS**

9 25. Cesar Patino began working for Reyes Coca-Cola as a Fountain Reactive
10 Technician on or about October 2017 and was responsible for the servicing of beverage
11 dispensing equipment in various counties in Southern California. His responsibilities included
12 but are not limited to calibrating and/or adjusting equipment, providing technical assessment of
13 equipment to determine what components should be repaired or replaced to maximize equipment
14 performance, providing equipment repair services in customer outlets, troubleshoot equipment
15 issues (e.g., dispensing), providing technical advice for customers, business partners and
16 company associates in order to teach, provide expertise or validate equipment/parts. Throughout
17 Mr. Patino's employment Reyes Coca-Cola failed to pay wages for all time worked, and failed to
18 pay an overtime premium wage for time worked in excess of 8 hours per day or 40 hours per
19 week, which resulted in minimum and overtime premium wage violations. Mr. Patino, Plaintiffs,
20 Class Members and the PAGA Group were not compensated for travel time associated with
21 returning from customer outlets after providing the forementioned services. Specifically with
22 respect to travel time, employees were required to clock-out at the end of a service request/call
23 while still being located at the customer outlet and otherwise regardless of where the service call
24 required the technician to be located. Fountain Reactive Technicians were often required to
25 attend to service calls at customer outlets involving one-direction travel time ranging from 45 to
26 90 minutes. Defendants did not compensate Mr. Patino, Plaintiffs, Class Members and the
27 PAGA Group for their return travel time associated with service calls at customer outlets.
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1 26. Mr. Patino, Plaintiffs, Class Members and the PAGA Group were not paid
2 California Paid Sick Leave (“PSL”), not paid California PSL at the proper rate, and were not
3 provided California PSL days.

4 27. In addition, Mr. Patino alleges that he, Plaintiffs, Class Members and the PAGA
5 Group were not provided with compliant duty-free meal periods for each day that they worked
6 over 5 hours in a shift or a second meal break when working over 10 hours shift. Mr. Patino,
7 Plaintiffs, Class Members and the PAGA Group were often not provided with meal periods as
8 Defendants maintained strict guidelines regarding the completion of service requests/calls.
9 Therefore, Mr. Patino, Plaintiffs, Class Members and the PAGA Group had to forego legally
10 compliant meal and rest periods so that the job could be completed according to Defendants’
11 strict time specifications.

12 28. Mr. Patino, Plaintiffs, Class Members and the PAGA Group were also required to
13 purchase and use their own tools and incur other business expenses, but Reyes Coca-Cola failed
14 to fully reimburse them for use of these expenses and items in the course of their employment.
15 After raising the numerous Labor Code violations with his direct supervisor Ron Rivers, Mr.
16 Patino faced retaliation for complaining about owed wages and expense reimbursements. Mr.
17 Patino was wrongfully terminated on or about November 1, 2022.

18 29. Joe Velasquez began working for Reyes Coca-Cola as a Fountain Reactive
19 Technician on or about July 22, 2009, and was responsible for the servicing of beverage
20 dispensing equipment in various counties in Southern California. His responsibilities included
21 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
22 equipment to determine what components should be repaired or replaced to maximize equipment
23 performance, provide equipment repair services in customer outlets, troubleshoot equipment
24 issues (e.g., dispensing), provide technical advice for customers, business partners and company
25 associates in order to teach, provide expertise or validate equipment/parts.

26 30. Throughout Mr. Velasquez’s employment, Reyes Coca-Cola failed to pay wages
27 for all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
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1 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
2 violations.

3 31. Mr. Velasquez, Class Members and the PAGA Group were not compensated for
4 the travel time associated with returning from customer outlets after providing the forementioned
5 services. Specifically with respect to travel time, employees were required to clock-out at the
6 end of a service request/call while still being located at the customer outlet and otherwise
7 regardless of where the service call required the technician to be located. Fountain Reactive
8 Technicians were often required to attend to service calls at customer outlets involving one-
9 direction travel time ranging from 45 to 120 minutes. Defendants did not compensate Mr.
10 Velasquez, Class Members and the PAGA Group whose services to Defendants included driving
11 or otherwise servicing the needs of customer outlets, for their return travel time associated with
12 service calls at customer outlets. Plaintiff Velasquez, Class Members and the PAGA Group were
13 also not compensated for the time spent picking up fountain parts from local shippers, or the time
14 spent taking inventory and organizing their company van or closing purchase orders.

15 32. In addition, Mr. Velasquez alleges that he, Class Members and the PAGA Group
16 were not provided with compliant duty-free meal periods for each day that they worked over 5
17 hours in a shift or a second meal break when working over 10 hours in a shift. Mr. Velasquez,
18 Class Members and the PAGA Group were often not provided with meal periods as Defendants
19 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
20 Velasquez, Class Members and the PAGA Group had to forego legally compliant meal and rest
21 periods so that the job could be completed according to Defendants' strict time specifications.

22 33. Mr. Velasquez, Class Members and the PAGA Group were also required to
23 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Velasquez,
24 Class Members and the PAGA Group in the course of their employment.

25 34. Further, during the last few months of his tenure, Mr. Velasquez addressed
26 concerns with not being considered for supervisor positions although he was ordered by
27 Defendant Rivers to provide direction and training to junior techs as needed which was often
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1 when Plaintiff Velasquez was off the clock. Plaintiff Joe Velasquez was wrongfully terminated
2 on or about April 17, 2022.

3 35. Harry Simon began working for Reyes Coca-Cola as a Fountain Reactive
4 Technician on or about 1994 and was responsible for the servicing of beverage dispensing
5 equipment in various counties in Southern California. His responsibilities included but were not
6 limited to calibrating and/or adjusting equipment, providing technical assessment of equipment
7 to determine what components should be repaired or replaced to maximize equipment
8 performance, provide equipment repair services in customer outlets, troubleshoot equipment
9 issues (e.g., dispensing), provide technical advice for customers, business partners and company
10 associates in order to teach, provide expertise or validate equipment/parts. Due to his seniority
11 and experience in the field his duties also included providing support to junior technicians on a
12 weekly basis.

13 36. Throughout Mr. Simon's employment, Reyes Coca-Cola failed to pay wages for
14 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
15 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
16 violations.

17 37. Mr. Simon, Class Members and the PAGA Group were not compensated for their
18 travel time associated with returning from customer outlets after providing the forementioned
19 services. Specifically with respect to travel time, employees were required to clock-out at the
20 end of a service request/call while still being located at the customer outlet and otherwise
21 regardless of where the service call required the technician to be located. Fountain Reactive
22 Technicians were often required to attend to service calls at customer outlets involving one-
23 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr. Simon,
24 Class Members and the PAGA Group, whose services to Defendants included driving or
25 otherwise servicing the needs of customer outlets, for their return travel time associated with
26 service calls at customer outlets. Plaintiff Harry Simon, Class Members and the PAGA Group
27 was also not compensated for the time spent taking parts inventory and organizing their company
28 van or closing purchase orders. Further, Mr. Simon often received online training that he was

1 required to do from home and also provide support to junior techs for which he was not
2 compensated.

3 38. In addition, Plaintiff Simon alleges that he, Class Members and the PAGA Group
4 were not provided with compliant duty-free meal periods for each day that they worked over 5
5 hours in a shift or a second meal break when working over 10 hours shift. Mr. Simon, Class
6 Members and the PAGA Group were often not provided with meal periods as Defendants
7 maintained strict guidelines regarding the completion of service requests/calls. Therefore,
8 Plaintiff Simon, Class Members and the PAGA Group had to forego legally compliant meal and
9 rest periods so that the job could be completed according to Defendants' strict time
10 specifications.

11 39. Mr. Simon, Class Members and the PAGA Group were also required to purchase
12 and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Simon, Class Members
13 and the PAGA Group in the course of their employment.

14 40. Mr. Simon addressed concerns regarding being properly compensated for the time
15 he was on duty with Ron Rivers. He also addressed that he was not being compensated for his
16 internet usage at home or the use of his personal phone for support calls or other work-related
17 communications as his company phone would often malfunction. After reporting numerous
18 Labor Code violations, Plaintiff Simon was wrongfully terminated on or about April 18, 2023.

19 41. Ediberto Garrido began working for Reyes Coca-Cola as a Fountain Reactive
20 Technician on or about December 2019 and was responsible for the servicing of beverage
21 dispensing equipment in various counties in southern California. His responsibilities included
22 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
23 equipment to determine what components should be repaired or replaced to maximize equipment
24 performance, provide equipment repair services in customer outlets, troubleshoot equipment
25 issues (e.g., dispensing), provide technical advice for customers, business partners and company
26 associates in order to teach, provide expertise or validate equipment/parts.

27 42. Throughout Mr. Garrido's employment, Reyes Coca-Cola failed to pay wages for
28 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8

1 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
2 violations.

3 43. Mr. Garrido, Class Members and the PAGA Group were not compensated for
4 travel time associated with returning from customer outlets after providing the forementioned
5 services. Specifically with respect to travel time, employees were required to clock-out at the
6 end of a service request/call while still being located at the customer outlet and otherwise
7 regardless of where the service call required the technician to be located. Fountain Reactive
8 Technicians were often required to attend to service calls at customer outlets involving one-
9 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
10 Garrido, Class Members and the PAGA Group whose services to Defendants included driving or
11 otherwise servicing the needs of customer outlets, for their return travel time associated with
12 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
13 compensated for the time spent taking parts inventory and organizing their company van or
14 closing purchase orders, work duties that were required by Defendants.

15 44. In addition, Mr. Garrido alleges that he, Class Members and the PAGA Group
16 were not provided with compliant duty-free meal periods for each day that they worked over 5
17 hours in a shift or a second meal break when working over 10 hours shift. Mr. Garrido, Class
18 Members and the PAGA Group were often not provided with meal periods as Defendants
19 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
20 Garrido, Class Members and the PAGA Group had to forego legally compliant meal and rest
21 periods so that the job could be completed according to Defendants' strict time specifications.

22 45. Mr. Garrido, Class Members and the PAGA Group were also required to purchase
23 and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Garrido in the course of
24 his employment.

25 46. After raising numerous Labor Code violations to his direct supervisor Ron Rivers,
26 Mr. Garrido was wrongfully terminated or about April 17, 2023.

27 47. Robert Andrade began working for Reyes Coca-Cola as a Fountain Reactive
28 Technician on or about December 18, 2022 and was responsible for the servicing of beverage

1 dispensing equipment in various counties in southern California. His responsibilities included
2 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
3 equipment to determine what components should be repaired or replaced to maximize equipment
4 performance, provide equipment repair services in customer outlets, troubleshoot equipment
5 issues (e.g., dispensing), provide technical advice for customers, business partners and company
6 associates in order to teach, provide expertise or validate equipment/parts.

7 48. Throughout Mr. Andrade's employment, Reyes Coca-Cola failed to pay wages for
8 all time worked and failed to pay an overtime premium wage for time worked in excess of 8
9 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
10 violations.

11 49. Mr. Andrade, Class Members and the PAGA Group were not compensated for
12 travel time associated with returning from customer outlets after providing the forementioned
13 services. Specifically with respect to travel time, employees were required to clock-out at the
14 end of a service request/call while still being located at the customer outlet and otherwise
15 regardless of where the service call required the technician to be located. Fountain Reactive
16 Technicians were often required to attend to service calls at customer outlets involving one-
17 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
18 Andrade, Class Members and the PAGA Group whose services to Defendants included driving
19 or otherwise servicing the needs of customer outlets, for their return travel time associated with
20 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
21 compensated for the time spent taking parts inventory and organizing their company van or
22 closing purchase orders, work duties that were required by Defendants.

23 50. In addition, Mr. Andrade alleges that he, Class Members and the PAGA Group
24 were not provided with compliant duty-free meal periods for each day that they worked over 5
25 hours in a shift or a second meal break when working over 10 hours shift. Mr. Andrade, Class
26 Members and the PAGA Group were often not provided with meal periods as Defendants
27 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
28

1 Andrade, Class Members and the PAGA Group had to forego legally compliant meal and rest
2 periods so that the job could be completed according to Defendants' strict time specifications.

3 51. Mr. Andrade, Class Members and the PAGA Group were also required to
4 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Andrade in the
5 course of his employment.

6 52. Mr. Andrade was wrongfully terminated on or about April 14, 2024.

7 53. Frank Gonzalez began working for Reyes Coca-Cola as a Fountain Reactive
8 Technician on or about January, 2018 and was responsible for the servicing of beverage
9 dispensing equipment in various counties in southern California. His responsibilities included
10 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
11 equipment to determine what components should be repaired or replaced to maximize equipment
12 performance, provide equipment repair services in customer outlets, troubleshoot equipment
13 issues (e.g., dispensing), provide technical advice for customers, business partners and company
14 associates in order to teach, provide expertise or validate equipment/parts.

15 54. Throughout Mr. Gonzalez's employment, Reyes Coca-Cola failed to pay wages
16 for all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
17 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
18 violations.

19 55. Mr. Gonzalez, Class Members and the PAGA Group were not compensated for
20 travel time associated with returning from customer outlets after providing the forementioned
21 services. Specifically with respect to travel time, employees were required to clock-out at the
22 end of a service request/call while still being located at the customer outlet and otherwise
23 regardless of where the service call required the technician to be located. Fountain Reactive
24 Technicians were often required to attend to service calls at customer outlets involving one-
25 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
26 Gonzalez, Class Members and the PAGA Group whose services to Defendants included driving
27 or otherwise servicing the needs of customer outlets, for their return travel time associated with
28 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not

1 compensated for the time spent taking parts inventory and organizing their company van or
2 closing purchase orders, work duties that were required by Defendants.

3 56. In addition, Mr. Gonzalez alleges that he, Class Members and the PAGA Group
4 were not provided with compliant duty-free meal periods for each day that they worked over 5
5 hours in a shift or a second meal break when working over 10 hours shift. Mr. Gonzalez, Class
6 Members and the PAGA Group were often not provided with meal periods as Defendants
7 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
8 Gonzalez, Class Members and the PAGA Group had to forego legally compliant meal and rest
9 periods so that the job could be completed according to Defendants' strict time specifications.

10 57. Mr. Gonzalez, Class Members and the PAGA Group were also required to
11 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Gonzalez in the
12 course of his employment.

13 58. Rolando Infante began working for Reyes Coca-Cola as a Fountain Reactive
14 Technician on or about January 2018 and was responsible for the servicing of beverage
15 dispensing equipment in various counties in Southern California. His responsibilities included
16 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
17 equipment to determine what components should be repaired or replaced to maximize equipment
18 performance, provide equipment repair services in customer outlets, troubleshoot equipment
19 issues (e.g., dispensing), provide technical advice for customers, business partners and company
20 associates in order to teach, provide expertise or validate equipment/parts.

21 59. Throughout Mr. Infante's employment, Reyes Coca-Cola failed to pay wages for
22 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
23 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
24 violations.

25 60. Mr. Infante, Class Members and the PAGA Group were not compensated for
26 travel time associated with returning from customer outlets after providing the forementioned
27 services. Specifically with respect to travel time, employees were required to clock-out at the
28 end of a service request/call while still being located at the customer outlet and otherwise

1 regardless of where the service call required the technician to be located. Fountain reactive
2 technicians were often required to attend to service calls at customer outlets involving one-
3 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr. Infante,
4 Class Members and the PAGA Group whose services to Defendants included driving or
5 otherwise servicing the needs of customer outlets, for their return travel time associated with
6 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
7 compensated for the time spent taking parts inventory and organizing their company van or
8 closing purchase orders, work duties that were required by Defendants.

9 61. In addition, Mr. Infante alleges that he, Class Members and the PAGA Group
10 were not provided with compliant duty-free meal periods for each day that they worked over 5
11 hours in a shift or a second meal break when working over 10 hours shift. Mr. Infante, Class
12 Members and the PAGA Group were often not provided with meal periods as Defendants
13 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
14 Infante, Class Members and the PAGA Group had to forego legally compliant meal and rest
15 periods so that the job could be completed according to Defendants' strict time specifications.

16 62. Mr. Infante, Class Members and the PAGA Group were also required to purchase
17 and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Infante in the course of
18 his employment.

19 63. Mr. Infante was wrongfully terminated on or about March 2024.

20 64. Jake Kham began working for Reyes Coca-Cola as a Fountain Reactive
21 Technician on or about December 2017 and was responsible for the servicing of beverage
22 dispensing equipment in various counties in Southern California. His responsibilities included
23 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
24 equipment to determine what components should be repaired or replaced to maximize equipment
25 performance, provide equipment repair services in customer outlets, troubleshoot equipment
26 issues (e.g., dispensing), provide technical advice for customers, business partners and company
27 associates in order to teach, provide expertise or validate equipment/parts.

1 65. Throughout Mr. Kham's employment, Reyes Coca-Cola failed to pay wages for
2 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
3 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
4 violations.

5 66. Mr. Kham, Class Members and the PAGA Group were not compensated for travel
6 time associated with returning from customer outlets after providing the forementioned services.
7 Specifically with respect to travel time, employees were required to clock-out at the end of a
8 service request/call while still being located at the customer outlet and otherwise regardless of
9 where the service call required the technician to be located. Fountain Reactive Technicians were
10 often required to attend to service calls at customer outlets involving one-direction travel time
11 ranging from 45 to 90 minutes. Defendants did not compensate Mr. Kham, Class Members and
12 the PAGA Group whose services to Defendants included driving or otherwise servicing the
13 needs of customer outlets, for their return travel time associated with service calls at customer
14 outlets. Plaintiff, Class Members and the PAGA Group were also not compensated for the time
15 spent taking parts inventory and organizing their company van or closing purchase orders, work
16 duties that were required by Defendants.

17 67. In addition, Mr. Kham alleges that he, Class Members and the PAGA Group were
18 not provided with compliant duty-free meal periods for each day that they worked over 5 hours
19 in a shift or a second meal break when working over 10 hours shift. Mr. Garrido, Class
20 Members and the PAGA Group were often not provided with meal periods as Defendants
21 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
22 Kham, Class Members and the PAGA Group had to forego legally compliant meal and rest
23 periods so that the job could be completed according to Defendants' strict time specifications.

24 68. Mr. Kham, Class Members and the PAGA Group were also required to purchase
25 and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Kham in the course of his
26 employment.

27 69. Plaintiff Allen Travens began working for Reyes Coca-Cola as a Fountain
28 Reactive Technician on or about the year 1995 and was responsible for the servicing of beverage

1 dispensing equipment in various counties in Southern California. His responsibilities included
2 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
3 equipment to determine what components should be repaired or replaced to maximize equipment
4 performance, provide equipment repair services in customer outlets, troubleshoot equipment
5 issues (e.g., dispensing), provide technical advice for customers, business partners and company
6 associates in order to teach, provide expertise or validate equipment/parts.

7 70. Throughout Mr. Travens's employment, Reyes Coca-Cola failed to pay wages for
8 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
9 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
10 violations.

11 71. Mr. Travens, Class Members and the PAGA Group were not compensated for
12 travel time associated with returning from customer outlets after providing the forementioned
13 services. Specifically with respect to travel time, employees were required to clock-out at the
14 end of a service request/call while still being located at the customer outlet and otherwise
15 regardless of where the service call required the technician to be located. Fountain reactive
16 technicians were often required to attend to service calls at customer outlets involving one-
17 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
18 Travens, Class Members and the PAGA Group whose services to Defendants included driving or
19 otherwise servicing the needs of customer outlets, for their return travel time associated with
20 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
21 compensated for the time spent taking parts inventory and organizing their company van or
22 closing purchase orders, work duties that were required by Defendants.

23 72. In addition, Mr. Travens alleges that he, Class Members and the PAGA Group
24 were not provided with compliant duty-free meal periods for each day that they worked over 5
25 hours in a shift or a second meal break when working over 10 hours shift. Mr. Travens, Class
26 Members and the PAGA Group were often not provided with meal periods as Defendants
27 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
28

1 Travens, Class Members and the PAGA Group had to forego legally compliant meal and rest
2 periods so that the job could be completed according to Defendants' strict time specifications.

3 73. Mr. Travens, Class Members and the PAGA Group were also required to
4 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Travens in the
5 course of his employment.

6 74. In response to Ron River's misconduct, Mr. Travens resigned from his
7 employment with Reyes Coca-Cola on or about February 2023.

8 75. Oscar Vallin began working for Reyes Coca-Cola as a Fountain Reactive
9 Technician on or about January 2018 and was responsible for the servicing of beverage
10 dispensing equipment in various counties in Southern California. His responsibilities included
11 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
12 equipment to determine what components should be repaired or replaced to maximize equipment
13 performance, provide equipment repair services in customer outlets, troubleshoot equipment
14 issues (e.g., dispensing), provide technical advice for customers, business partners and company
15 associates in order to teach, provide expertise or validate equipment/parts.

16 76. Throughout Mr. Vallin's employment, Reyes Coca-Cola failed to pay wages for
17 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
18 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
19 violations.

20 77. Mr. Vallin, Class Members and the PAGA Group were not compensated for travel
21 time associated with returning from customer outlets after providing the forementioned services.
22 Specifically with respect to travel time, employees were required to clock-out at the end of a
23 service request/call while still being located at the customer outlet and otherwise regardless of
24 where the service call required the technician to be located. Fountain Reactive Technicians were
25 often required to attend to service calls at customer outlets involving one-direction travel time
26 ranging from 45 to 90 minutes. Defendants did not compensate Mr. Vallin, Class Members and
27 the PAGA Group whose services to Defendants included driving or otherwise servicing the
28 needs of customer outlets, for their return travel time associated with service calls at customer

1 outlets. Plaintiff, Class Members and the PAGA Group were also not compensated for the time
2 spent taking parts inventory and organizing their company van or closing purchase orders, work
3 duties that were required by Defendants.

4 78. In addition, Mr. Vallin alleges that he, Class Members and the PAGA Group were
5 not provided with compliant duty-free meal periods for each day that they worked over 5 hours
6 in a shift or a second meal break when working over 10 hours shift. Mr. Vallin, Class Members
7 and the PAGA Group were often not provided with meal periods as Defendants maintained strict
8 guidelines regarding the completion of service requests/calls. Therefore, Mr. Vallin, Class
9 Members and the PAGA Group had to forego legally compliant meal and rest periods so that the
10 job could be completed according to Defendants' strict time specifications.

11 79. Mr. Vallin, Class Members and the PAGA Group were also required to purchase
12 and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Vallin in the course of
13 his employment.

14 80. Jessi Villazana began working for Reyes Coca-Cola as a Fountain Reactive
15 Technician on or about January 2017 and was responsible for the servicing of beverage
16 dispensing equipment in various counties in Southern California. His responsibilities included
17 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
18 equipment to determine what components should be repaired or replaced to maximize equipment
19 performance, provide equipment repair services in customer outlets, troubleshoot equipment
20 issues (e.g., dispensing), provide technical advice for customers, business partners and company
21 associates in order to teach, provide expertise or validate equipment/parts.

22 81. Throughout Mr. Villazana's employment, Reyes Coca-Cola failed to pay wages
23 for all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
24 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
25 violations.

26 82. Mr. Villazana, Class Members and the PAGA Group were not compensated for
27 travel time associated with returning from customer outlets after providing the forementioned
28 services. Specifically with respect to travel time, employees were required to clock-out at the

1 end of a service request/call while still being located at the customer outlet and otherwise
2 regardless of where the service call required the technician to be located. Fountain reactive
3 technicians were often required to attend to service calls at customer outlets involving one-
4 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
5 Villazana, Class Members and the PAGA Group whose services to Defendants included driving
6 or otherwise servicing the needs of customer outlets, for their return travel time associated with
7 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
8 compensated for the time spent taking parts inventory and organizing their company van or
9 closing purchase orders, work duties that were required by Defendants.

10 83. In addition, Mr. Villazana alleges that he, Class Members and the PAGA Group
11 were not provided with compliant duty-free meal periods for each day that they worked over 5
12 hours in a shift or a second meal break when working over 10 hours shift. Mr. Villazana, Class
13 Members and the PAGA Group were often not provided with meal periods as Defendants
14 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
15 Villazana, Class Members and the PAGA Group had to forego legally compliant meal and rest
16 periods so that the job could be completed according to Defendants' strict time specifications.

17 84. Mr. Villazana, Class Members and the PAGA Group were also required to
18 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Villazana in the
19 course of his employment.

20 85. Mr. Villazana was wrongfully terminated on or about April 2024.

21 86. Peter Hernandez began working for Reyes Coca-Cola as a Fountain Reactive
22 Technician on or about April 2017 and was responsible for the servicing of beverage dispensing
23 equipment in various counties in Southern California. His responsibilities included but were not
24 limited to calibrating and/or adjusting equipment, providing technical assessment of equipment
25 to determine what components should be repaired or replaced to maximize equipment
26 performance, provide equipment repair services in customer outlets, troubleshoot equipment
27 issues (e.g., dispensing), provide technical advice for customers, business partners and company
28 associates in order to teach, provide expertise or validate equipment/parts.

1 87. Throughout Mr. Hernandez's employment, Reyes Coca-Cola failed to pay wages
2 for all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
3 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
4 violations.

5 88. Mr. Hernandez, Class Members and the PAGA Group were not compensated for
6 travel time associated with returning from customer outlets after providing the forementioned
7 services. Specifically with respect to travel time, employees were required to clock-out at the
8 end of a service request/call while still being located at the customer outlet and otherwise
9 regardless of where the service call required the technician to be located. Fountain reactive
10 technicians were often required to attend to service calls at customer outlets involving one-
11 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
12 Hernandez, Class Members and the PAGA Group whose services to Defendants included driving
13 or otherwise servicing the needs of customer outlets, for their return travel time associated with
14 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
15 compensated for the time spent taking parts inventory and organizing their company van or
16 closing purchase orders, work duties that were required by Defendants.

17 89. In addition, Mr. Hernandez alleges that he, Class Members and the PAGA Group
18 were not provided with compliant duty-free meal periods for each day that they worked over 5
19 hours in a shift or a second meal break when working over 10 hours shift. Mr. Hernandez, Class
20 Members and the PAGA Group were often not provided with meal periods as Defendants
21 maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr.
22 Hernandez, Class Members and the PAGA Group had to forego legally compliant meal and rest
23 periods so that the job could be completed according to Defendants' strict time specifications.

24 90. Mr. Hernandez, Class Members and the PAGA Group were also required to
25 purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Hernandez in
26 the course of his employment.

27 91. Mr. Hernandez was wrongfully terminated on or about April 17, 2022.
28

1 92. Ediberto Garrido began working for Reyes Coca-Cola as a Fountain Reactive
2 Technician on or about December 2019 and was responsible for the servicing of beverage
3 dispensing equipment in various counties in southern California. His responsibilities included
4 but were not limited to calibrating and/or adjusting equipment, providing technical assessment of
5 equipment to determine what components should be repaired or replaced to maximize equipment
6 performance, provide equipment repair services in customer outlets, troubleshoot equipment
7 issues (e.g., dispensing), provide technical advice for customers, business partners and company
8 associates in order to teach, provide expertise or validate equipment/parts.

9 93. Throughout Mr. Garrido's employment, Reyes Coca-Cola failed to pay wages for
10 all time worked, and failed to pay an overtime premium wage for time worked in excess of 8
11 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage
12 violations.

13 94. Mr. Garrido, Class Members and the PAGA Group were not compensated for
14 travel time associated with returning from customer outlets after providing the forementioned
15 services. Specifically with respect to travel time, employees were required to clock-out at the
16 end of a service request/call while still being located at the customer outlet and otherwise
17 regardless of where the service call required the technician to be located. Fountain Reactive
18 Technicians were often required to attend to service calls at customer outlets involving one-
19 direction travel time ranging from 45 to 90 minutes. Defendants did not compensate Mr.
20 Garrido, Class Members and the PAGA Group whose services to Defendants included driving or
21 otherwise servicing the needs of customer outlets, for their return travel time associated with
22 service calls at customer outlets. Plaintiff, Class Members and the PAGA Group were also not
23 compensated for the time spent taking parts inventory and organizing their company van or
24 closing purchase orders, work duties that were required by Defendants.

25 95. In addition, Mr. Garrido alleges that he, Class Members and the PAGA Group
26 were not provided with compliant duty-free meal periods for each day that they worked over 5
27 hours in a shift or a second meal break when working over 10 hours shift. Mr. Garrido, Class
28 Members and the PAGA Group were often not provided with meal periods as Defendants

maintained strict guidelines regarding the completion of service requests/calls. Therefore, Mr. Garrido, Class Members and the PAGA Group had to forego legally compliant meal and rest periods so that the job could be completed according to Defendants' strict time specifications.

96. Mr. Garrido, Class Members and the PAGA Group were also required to purchase and use their own tools; Reyes Coca-Cola failed to fully reimburse Mr. Garrido in the course of his employment.

97. Mr. Garrido was wrongfully terminated on or about April 17, 2023

IV. EXHAUSTION OF ADMINISTRATIVE REMEDIES

98. All legal prerequisites for proceeding with the claims contained in this complaint have been met.

99. Plaintiff Cesar Patino sent a letter to the LWDA and to Defendants on January 4, 2023, pursuant to Labor Code § 2699. At least sixty-five (65) days have passed since the postmark date of that notice and the LWDA has not indicated it intends to investigate the alleged violations. An amended letter was sent to the LWDA on September 18, 2023, in order to add Plaintiffs Joe Velasquez, Harry Simon and Ediberto Garrido. A second amended letter was sent to the LWDA on May 3, 2024 in order to add the additional Plaintiffs; Robert Andrade, Frank Gonzalez, Rolando Infante, Jake Kham, Allen Travens, Oscar Vallin, Jessi Villazana and Peter Hernandez. Therefore, pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiffs may commence a civil action.

IV. CLASS ACTION AND REPRESENTATIVE ACTION ALLEGATIONS

100. Plaintiffs bring this lawsuit on behalf of themselves and on behalf of the following Class defined as:

Current and former hourly non-exempt employees of Reyes Coca-Cola in the State of California who held the position of Fountain Reactive Technician, Bottle/Can Reactive Technician, Fountain Install Technician, and anyone with a "lead" designation in these positions during the Class Period defined as any time beginning four (4) years prior to the filing of the original complaint in this action through the present.

101. Plaintiffs also bring this lawsuit on behalf of themselves and as representatives on behalf of the LWDA and the Aggrieved Employees defined as:

All present and former hourly non-exempt employees of Reyes Coca-Cola in California who held the position of Fountain Reactive Technician, Bottle/Can Reactive Technician, Fountain Install Technician, and anyone with a “lead” designation in these positions during the PAGA Period defined as beginning one year prior to the LWDA Notice of claims – January 4, 2022 - arising under the *Labor Code* Private Attorneys General Act of 2004 (“PAGA”) (defined below) (“PAGA Group”) through the present.

102. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

103. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. According to records reviewed by Plaintiffs’ counsel, the proposed Class includes about 319 current and former Reyes Coca-Cola employees. Joinder of all individual Class Members would be impractical.

104. Predominant Common Questions of Law and Fact. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

- a. Whether Defendant Reyes Coca-Cola failed to pay the Class wages for all time worked, and failed to pay an overtime premium wage for time worked in excess of 8 hours per day or 40 hours per week, which resulted in minimum and overtime premium wage violations;
- b. Whether Defendant Reyes Coca-Cola failed to compensate the Class for travel time associated with returning from customer outlets;
- c. Whether Defendant Reyes Coca-Cola failed to compensate the Class for off the clock work, including but not limited to the time spent taking parts inventory and organizing their company van or closing purchase orders, work duties that were required by Defendant;
- d. Whether Defendant Reyes Coca-Cola failed to provide the Class with compliant duty-free meal periods for each day that they worked over 5 hours in a shift or a

second meal break when working over 10 hours shift were often not provided with meal periods as Defendants maintained strict guidelines regarding the completion of service requests/calls and paid premiums at the correct rate;

- e. Whether Defendant Reyes Coca-Cola required the Class to incur business expenses and failed to fully reimburse the Class in the course of their employment;
- f. Whether Defendant's policies and practices described in this Second Amended Complaint were and are unlawful practices;
- g. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour worked or part thereof during which they were required to perform acts at the direction and for the benefit of Defendant Reyes Coca-Cola;
- h. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of failing to pay Plaintiffs and Class Members for their total hours worked during the Class Period;
- i. Whether Defendant Reyes Coca-Cola engaged in a common course of failing to maintain true and accurate time records for all hours worked by the Class;
- j. Whether Defendant Reyes Coca-Cola violated Labor Code Section 226.7 and/or Section 512 and engaged in a pattern or practice of failing to provide timely, off-duty, 30-minute meal periods to Plaintiffs and the Class;
- k. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of impeding Plaintiffs and the Class from taking full-length off-duty, 30-minute meal breaks;
- l. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of impeding Plaintiffs and the Class from taking full-length off-duty, 30-minute meal periods for their second meal periods for shifts worked in excess of 10 hours but not more than 12 hours, where these second meal periods were not waived by mutual consent;

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- 1 m. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of failing to
2 properly compensate Plaintiff and the Class for missed, untimely, or on-duty meal
3 breaks;
- 4 n. Whether Defendant Reyes Coca-Cola violated California Labor Code Section
5 2802 by failing to reimburse Plaintiffs and the Class for all necessary business-
6 related expenses they incurred;
- 7 o. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of failing to
8 properly compensate Plaintiffs and the Class for failing to provide full-length 10-
9 minute rest breaks as contemplated by California law for work periods in excess
10 of four hours;
- 11 p. Whether Defendant Reyes Coca-Cola failed to compensate, and therefore violated
12 section 12 of the applicable IWC Wage Order(s) and Labor Code section 226.7 by
13 failing to provide 10-minute, uninterrupted rest breaks as contemplated by
14 California law for work periods in excess of four hours;
- 15 q. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of failing to
16 pay appropriate amounts of overtime pay to Plaintiffs and the Class for hours
17 worked in excess of eight hours in a day;
- 18 r. Whether Defendant Reyes Coca-Cola engaged in a pattern or practice of failing to
19 pay appropriate amounts of double time for hours worked in excess of 12 hours in
20 a day;
- 21 s. Whether Defendant Reyes Coca-Cola violated Section 510 of the Labor Code
22 and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime
23 pay to Plaintiffs and the Class for hours worked in excess of eight hours in a day;
- 24 t. Whether Defendant Reyes Coca-Cola violated Section 510 of the Labor Code
25 and/or section 3 of the applicable IWC Wage Order(s) by failing to pay overtime
26 pay to Plaintiffs and the Class for the first eight hours worked in a day on the
27 seventh consecutive day in a workweek and double time for all hours worked in
28 excess of eight hours on such days;

- 1 u. Whether Defendant Reyes Coca-Cola violated Labor Code Sections 218.5, 204,
2 1197, and 1198 due to failure to compensate Plaintiffs and the Class for those acts
3 Defendant required Plaintiffs and the Class to perform for the benefit of
4 Defendant;
- 5 v. Whether Defendant Reyes Coca-Cola violated Labor Code Section 226(a) by
6 issuing inaccurate wage statements to Plaintiffs and the Class that failed to
7 include payments for missed, untimely, and/or on-duty meal periods among
8 wages earned throughout the Class Period;
- 9 w. Whether Defendant Reyes Coca-Cola violated Labor Code Section 226 by issuing
10 inaccurate wage statements to Plaintiffs and the Class that failed to accurately
11 state the total hours worked and therefore, the total gross and net wages owed, to
12 the detriment of Plaintiffs and the Class;
- 13 x. Whether Defendant Reyes Coca-Cola violated Labor Code §§ 245 et seq., 246 et
14 seq., 248 et seq., by failing to pay sick pay including at the proper rate and/or
15 failure to provide sick days;
- 16 y. Whether Defendant Reyes Coca-Cola have engaged in a common course of
17 failing to pay nonexempt employees all wages due upon termination including but
18 not limited to vacation pay; and
- 19 z. The nature and extent of class-wide injury and the measure of damages for the
20 injury.

21 105. Typicality. Plaintiffs' claims are typical of the Class. Plaintiffs, like other
22 members of the Class working for Defendant in California, were subjected to Defendant's policy
23 and practice of refusing to properly and fully pay for (1) all hours worked, (2) proper overtime,
24 (3) missed or on-duty meal breaks and (4) missed rest breaks. Plaintiffs' job duties were and are
25 typical of those of other Class members who worked for Defendant in California.

26 106. Adequacy of Representation. Plaintiffs will fairly and adequately represent the
27 interests of the Class because their individual interests are consistent with and not antagonistic to
28 the interests of the Class, and because Plaintiff has selected counsel who has the requisite

resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases involving similar issues.

107. Superiority of Class Mechanism. The class action mechanism is superior to any alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class action would permit the large number of injured parties to prosecute their common claims in a single forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial resources. A class action is the only practical way to avoid the potentially inconsistent results that numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means by which Plaintiffs can effectively litigate against a large, well-represented corporate defendant like Defendant Reyes Coca-Cola. In the absence of a class action, Defendant would be unjustly enriched because it would be able to retain the benefits and fruits of the many wrongful violations of the California Labor Code. Numerous repetitive individual actions would also place an enormous burden on the courts as they are forced to take duplicative evidence and decide the same issues relating to Defendant's conduct over and over again.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES AND/OR OVERTIME WAGES
AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC
AND DOES 1 THROUGH 100
(Plaintiffs on behalf of themselves and the Class)

108. The allegations set forth in paragraphs 1 through 107 are realleged and incorporated by reference as though fully set forth herein.

109. At all times relevant herein, Defendant Reyes Coca-Cola was required to compensate Plaintiffs and the Class for all regular hours worked, and overtime compensation when they worked over eight (8) hours per day and/or forty (40) hours per week, and double time when they worked over twelve (12) hours per day.

110. As a pattern and practice, Defendant regularly required Plaintiffs and the Class to work more hours than what was recorded on their time sheets as their travel time from a job site

1 was excluded from their calculation of wages, which resulted in Defendant failing to pay
2 Plaintiffs and the Class all the required wages for all hours actually worked.

3 111. By their policy of requiring Plaintiffs and the Class to work without receiving
4 compensation for all hours worked at their regular rate, or if in excess of eight (8) hours in a
5 workday and/or forty (40) hours in a workweek and/or seven days a week, without compensating
6 Plaintiffs and the Class at the rate of time and one-half and/or double time Defendant willfully
7 violated the provisions of Labor Code § 1194.

8 112. Mr. Patino, Plaintiffs, Class Members and the PAGA Group were not paid
9 California Paid Sick Leave (“PSL”), not paid California PSL at the proper rate, and were not
10 provided California PSL days.

11 113. As a result of the unlawful acts of Defendant, Plaintiffs and the Class have been
12 deprived of wages and/or overtime/doubletime in amounts to be determined at trial, and are
13 entitled to recovery of such amounts, plus liquidated damages, interest and penalties thereon, and
14 attorneys’ fees and costs pursuant to Labor Code § 1194.

15 **SECOND CAUSE OF ACTION**

16 **FOR FAILURE TO PROVIDE MEAL AND/OR REST BREAKS**

17 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**

18 **AND DOES 1 THROUGH 100**

19 **(Plaintiffs on behalf of themselves and the Class)**

20 114. The allegations set forth in paragraphs 1 through 113 are realleged and
21 incorporated by reference as though fully set forth herein.

22 115. Employees are entitled to a meal period of at least thirty (30) minutes per five (5)
23 hour work period and an additional 30-minute unpaid meal break when working more than 12
24 hours in a day.

25 116. Employers must authorize and permit rest breaks. Employees are entitled to a
26 paid ten (10) minute rest break for every four (4) hours worked.

27 117. Defendant Reyes Coca-Cola failed to provide Plaintiffs and the Class with timely
28 meal breaks of not less than thirty (30) minutes as required by the Labor Code during their

1 employment. Defendant failed to authorize and permit Plaintiffs and the Class to take rest breaks
2 of not less than ten (10) minutes as required by the Labor Code during their employment.

3 118. Pursuant to Labor Code § 226.7, Plaintiffs and the Class are entitled to damages
4 in an amount equal to one (1) hour of wages per missed meal break, in a sum to be proven at
5 trial. Plaintiffs and the Class are also entitled to damages in an amount equal to one (1) hour of
6 wages per missed rest break, in a sum to be proven at trial.

7 **THIRD CAUSE OF ACTION**
8 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**
9 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**
10 **AND DOES 1 THROUGH 100**

11 **(Plaintiffs on behalf of themselves and the Class)**

12 119. The allegations set forth in paragraphs 1 through 118 are realleged and
13 incorporated by reference as though fully set forth herein.

14 120. Pursuant to California Labor Code § 2802, Defendant is required to reimburse
15 Plaintiffs for expenses incurred during the performance of job duties. Pursuant to Labor Code §
16 221, employers are prohibited from causing the repayment of wages to the employer and
17 withholding of wages.

18 121. Plaintiffs and the Class allege Defendant did not reimburse Plaintiffs and the
19 Class for expenses incurred as a condition of the discharge of their employment duties. Plaintiffs
20 and the Class allege Ron Rivers actively prevented Plaintiffs and the Class from being
21 indemnified for their business expenses.

22 122. As a proximate result of this violation, Plaintiffs and the Class have been
23 damaged in an amount according to proof at the time of trial, including interest thereon and
24 reasonable attorneys' fees and costs.

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FOURTH CAUSE OF ACTION
FOR VIOLATION OF LABOR CODE § 226
AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC
AND DOES 1 THROUGH 100
(Plaintiffs on behalf of themselves and the Class)

123. The allegations set forth in paragraphs 1 through 122 are realleged and incorporated by reference as though fully set forth herein.

124. Section 226(a) of the California Labor Code requires Defendant to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked by Plaintiffs . Defendant has knowingly and intentionally failed to comply with Labor Code § 226(a) on each and every wage statement that should have been provided to Plaintiffs . By failing to keep adequate records as required by §§ 226 and 1174 (d) of the Labor Code, Defendant has injured Plaintiffs and the Class and made it difficult to calculate the unpaid wages earned, failure to reimburse business expenses, and losses and expenditures not indemnified by Defendant (including wages, interest, and penalties thereon) due to Plaintiffs and the Class .

125. Section 1174 of the California Labor Code requires Defendant to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all employees employed, payroll records showing the hours worked daily by and the wages paid to its employees. Defendant has knowingly and intentionally failed to comply with Labor Code § 1174. Defendant's failure to comply with Labor Code § 1174 is unlawful pursuant to Labor Code § 1175.

126. IWC Wage Orders 4-2001(7), 4-2000(7), require Defendant to maintain time records showing, among other things, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in itemized wage statements, and must show all deductions and reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs and the Class.

127. Plaintiffs and the Class request relief as described herein and below.

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FIFTH CAUSE OF ACTION
FOR UNFAIR BUSINESS PRACTICES IN VIOLATION OF
BUSINESS & PROFESSIONS CODE § 17200
AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC
AND DOES 1 THROUGH 100
(Plaintiffs on behalf of themselves and the Class)

128. The allegations set forth in paragraphs 1 through 127 are realleged and incorporated by reference as though fully set forth herein.

129. Defendant engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices through the following, among others:

- (a) Defendant failed to reimburse Plaintiffs and the Class for expenses incurred during the performance of their job duties as required by California law in violation of Labor Code §§ 2802 and 221.
- (b) Defendant failed to compensate Plaintiffs and the Class with the true and/or correct and/or full amount of their earned hours and overtime pay, in violation of Labor Code § 510 and IWC Wage Order No. 4 §§ 11, 12.
- (c) Defendant failed to provide Plaintiffs and the Class with all of their mandatory meal and/or rest periods as required by California law in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order No. 4 §§ 11, 12.

130. Defendant engaged in unfair, unlawful, fraudulent, deceptive, untrue, and/or misleading business practices in direct violation of California Bus. & Prof. Code § 17200 *et seq.*

131. Defendant's willful and/or reckless conduct constituted unfair business practices and acts because the harm to the general public outweighed any utility that its conduct may have produced.

132. As a direct result of the conduct, act and omissions of Defendant and DOES 1 through 100, and each of them, Plaintiffs and the Class have been harmed and damaged in an amount to be shown at the time of trial, together with prejudgment interest thereon from the time owed until paid, all within an amount within the jurisdictional limits of this Court.

1 to penalties in the amount of their daily wage multiplied by thirty (30) days.

2 **SEVENTH CAUSE OF ACTION**
3 **FOR RETALIATION (Labor Code § 98.6)**
4 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC**
5 **AND DOES 1 THROUGH 100**
6 **(Plaintiffs on behalf of themselves and the Class)**

7 140. The allegations set forth in paragraphs 1 through 139 are realleged and
8 incorporated by reference as though fully set forth herein.

9 141. Labor Code Section 98.6 protects an employee from, inter alia, retaliation,
10 discrimination or any adverse action when the employee makes a “written or oral complaint that
11 he or she is owed unpaid wages, or because the employee has initiated any action or notice
12 pursuant to Section 2699 . . . or . . . because of the exercise by the employee or applicant for
13 employment on behalf of himself, herself, or others of any rights afforded him or her.”

14 142. “Any employee who is discharged, threatened with discharge, demoted,
15 suspended, retaliated against, subjected to an adverse action, or in any other manner
16 discriminated against in the terms and conditions of his or her employment” because the
17 employee engaged in any conduct delineated in *inter alia*, Labor Code Section 98.6 or “because
18 the employee has made a bona fide complaint or claim to the division pursuant to this part, or
19 because the employee has initiated any action or notice pursuant to Section 2699 shall be entitled
20 to reinstatement and reimbursement for lost wages and work benefits caused by those acts of the
21 employer.”

22 143. An employer who willfully refuses to hire, promote, or otherwise restore an
23 employee or former employee who has been determined to be eligible for rehiring or promotion
24 by a grievance procedure, arbitration, or hearing authorized by law, is guilty of a misdemeanor.
25 In addition to other remedies available, a civil penalty of up to \$10,000 may be awarded to an
26 employee for each violation of Labor Code Section 98.6.

27 144. Throughout Plaintiffs’ and members of the Class’ employment with Defendant
28 Reyes Coca-Cola, there have been complaints about: (a) not getting paid for all hours worked,

(b) not receiving their proper meal and rest breaks, and (c) not being fully reimbursed for business expenses. These complaints were communicated to Ron Rivers.

145. Upon making complaints, Defendants Reyes Coca-Cola and Ron Rivers retaliated against and subjected Plaintiffs and the Class to adverse actions that included termination.

146. Defendants Reyes Coca-Cola and Ron Rivers engaged in conduct that, taken as a whole, materially and adversely affected the terms and conditions of Plaintiffs' and the members of the Class' employment.

147. Plaintiffs' and the Class' protected complaints were a motivating reason for Defendants' retaliatory conduct and in some instances, ultimate termination.

148. Plaintiffs and the Class have been harmed. Defendants' retaliation is a substantial factor in causing that harm.

149. As a proximate result of Defendants' retaliatory conduct, Plaintiffs and the Class have sustained losses in earnings and other employment benefits. As a proximate result of Defendants' retaliation, Plaintiffs and the Class have suffered and continues to suffer humiliation, emotional distress, mental and physical pain and anguish, pain and suffering, loss of sleep, anxiety, depression and shame.

150. In light of Defendants' willful, knowing and intentional retaliation, Plaintiffs and the Class seek an award of punitive and exemplary damages in an amount according to proof at trial.

151. Plaintiffs and the Class have incurred and continue to incur legal expenses and attorneys' fees. Plaintiffs and the Class will seek recovery of their attorneys' fees and costs at the conclusion of this lawsuit.

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EIGHTH CAUSE OF ACTION
FOR PENALTIES PURSUANT TO LABOR CODE SECTION 2699
AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC
AND DOES 1 THROUGH 100
(Plaintiffs on behalf of themselves, the Class and the PAGA Group)

152. The allegations set forth in paragraphs 1 through 151 are realleged and incorporated by reference as though fully set forth herein.

153. Plaintiffs aggrieved employees, hereby seek recovery of civil penalties as prescribed by the *Labor Code* Private Attorneys General Act of 2004 on behalf of themselves and other aggrieved employees against whom one or more of the violations of the *Labor Code* were committed.

154. On January 4, 2023, Plaintiff Cesar Patino sent a certified letter to the LWDA and Defendant as prescribed by *Labor Code* § 2699.3 regarding Plaintiffs' claims for penalties pursuant to Labor Code § 226.8, Labor Code § 203, Labor Code § 558, rest and recovery periods, itemized wage statements, unauthorized withholdings/deductions, and failure to reimburse expenses. At least sixty-five (65) days have passed since the postmark date of that notice and the LWDA has not indicated that it intends to investigate the alleged violations. An amended letter was sent to the LWDA on September 18, 2023, in order to add Plaintiffs Joe Velasquez, Harry Simon and Ediberto Garrido. A second amended letter was sent to the LWDA on May 3, 2024 in order to add the additional Plaintiffs; Robert Andrade, Frank Gonzalez, Rolando Infante, Jake Kham, Allen Travens, Oscar Vallin, Jessi Villazana and Peter Hernandez. Therefore, pursuant to Labor Code § 2699.3(a)(2)(A), Plaintiffs may commence a civil action, including for penalties for violations of the Labor Code provisions identified in Paragraph 16 and throughout this Complaint.

155. Plaintiffs and other aggrieved employees are entitled to penalties for the herein alleged violations, to be proven at the time of trial, allocated 75% to the LWDA and 25% to the affected employees, subject to the following formula:

- a. \$100.00 for the initial violation per employee per pay period; and

1 b. \$200.00 for each subsequent violation per employee per pay period.

2 156. The remedies provided under PAGA are intended to be cumulative of other
3 available remedies. *Lab. Code* § 2699(g)(1).

4 157. Under Labor Code section 226.8, the Court shall require payment of a civil
5 penalty of not less than five thousand dollars (\$5,000) and not more than fifteen thousand dollars
6 (\$15,000) for each violation.

7 158. Plaintiffs and the aggrieved employees are also entitled to any and all unpaid
8 wages from Defendant for violating or causing the violations set forth in Plaintiffs' s PAGA
9 letter pursuant to *Labor Code* § 558, which are payable directly to the affected employees.

10 **NINTH CAUSE OF ACTION**

11 **VIOLATION OF THE FAIR LABOR STANDARDS ACT**

12 **AGAINST DEFENDANT REYES COCA-COLA BOTTLING, LLC,**

13 **AND DOES 1 THROUGH 100**

14 **(Plaintiffs on behalf of themselves and the Class)**

15 159. The allegations set forth in paragraphs 1 through 158 are realleged and
16 incorporated by reference as though fully set forth herein.

17 160. Defendant Reyes Coca-Cola has violated 29 U.S.C. Section 207 by failing to
18 accurately calculate Plaintiffs' and the Class' regular rate and overtime rate of compensation.

19 161. At all times relevant herein, Plaintiffs and the Class have been entitled to the
20 rights, protections and benefits provided under the FLSA, 29 U.S.C. § 201, et seq.

21 162. At all times relevant herein, Defendant Reyes Coca-Cola was required to
22 compensate Plaintiffs and the Class for all regular hours worked, and overtime compensation
23 when they worked over eight (8) hours per day and/or forty (40) hours per week, and double time
24 when they worked over twelve (12) hours per day.

25 163. As a pattern and practice, Defendant regularly required Plaintiffs and the Class to
26 work more hours than what was recorded on their time sheets as their travel time from a job site
27 was excluded from their calculation of wages, which resulted in Defendant failing to pay
28 Plaintiffs and the Class all the required wages for all hours actually worked.

1 164. By their policy of requiring Plaintiffs and the Class to work without receiving
2 compensation for all hours worked at their regular rate, or if in excess of eight (8) hours in a
3 workday and/or forty (40) hours in a workweek and/or seven days a week, without compensating
4 Plaintiffs and the Class at the rate of time and one-half and/or double time.

5 165. During the times where Plaintiffs and the Class have worked hours in excess of
6 their regular schedules, they have been entitled to overtime compensation at a rate of one and
7 one-half times their regular rate of pay for each additional hour or fraction thereof worked. 29
8 U.S.C. § 207; 29 C.F.R. § 553.230.

9 166. The “regular rate” of pay from which the premium overtime rate of pay for
10 Plaintiffs and the Class is derived must include “all remuneration for employment.” 29 U.S.C. §
11 207(e). At all times material herein, Defendant has failed and refused to provide Plaintiffs and
12 the Class with overtime compensation at a rate of one and one-half times their regular rate of pay
13 by failing to include compensable travel time in their calculation of wages and other worked
14 time. The Defendant’s refusal to provide overtime pay at the proper rate to Plaintiffs and the
15 Class for the hours they have worked in excess of their regular schedules wrongly deprives
16 Plaintiffs and the Class of the FLSA overtime compensation that is due to them at times material
17 herein.

18 167. At all relevant times, the Defendant has been aware of the provisions of the
19 FLSA. The Defendant’s actions and omissions as alleged herein were knowing, willful, bad
20 faith, and reckless violations of 29 U.S.C. section 207 within the meaning of 29 U.S.C. section
21 255(a).

22 168. As a result of the aforesaid willful violations of the FLSA, overtime compensation
23 has been unlawfully withheld by the Defendant from Plaintiffs and the Class for which the
24 Defendant is liable pursuant to 29 U.S.C. Sections 216(b) and 255, together with an additional
25 equal amount as liquidated damages, interest, reasonable attorneys’ fees and the costs of this
26 action.

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1 169. The Defendant is under a duty imposed by the FLSA, 29 U.S.C. § 211(c), and the
2 regulations of the United States Department of Labor to maintain and preserve payroll and other
3 employment records.

4 170. Plaintiffs and the Class seek a declaratory judgment declaring that the Defendant
5 has willfully, unreasonably, wrongfully, and without good faith, violated its statutory and legal
6 obligations, and deprived Plaintiffs and the Class of their rights, protections and entitlements
7 under federal law, as alleged herein.

8 171. Plaintiffs and the Class seek an order for a complete and accurate accounting of
9 all the compensation to which Plaintiffs and the Class are entitled; a judgment against the
10 Defendant awarding Plaintiffs and the Class monetary damages in the form of three (3) years'
11 back pay compensation, liquidated damages equal to their unpaid compensation, plus pre-
12 judgment and post-judgment interest; an award of reasonable attorneys' fees, as well as costs and
13 disbursement of this action.

14 **REQUEST FOR JURY TRIAL**

15 172. Plaintiffs request a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs and the Class pray for judgment, including joint and several
18 liability, against each Defendant as follows:

- 19 1. For penalties pursuant to the Labor Code;
- 20 2. For liquidated damages for minimum wage claims;
- 21 3. For general unpaid wages at regular wage rates and overtime at overtime
22 wage rates and such general and special damages as may be appropriate;
- 23 4. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;
- 25 5. Premium pay for each workday a legally compliant meal period was not provided;
- 26 6. Premium pay for each workday that a rest period was not provided;
- 27 7. That the Court declare, adjudge, and decree that Defendant and DOES 1-100
28 violated Business and Professions Code §§ 17200, *et seq.*;

8. For restitution of unpaid wages from the day such amounts were due and payable;
9. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant as a result of violations of Business and Professions Code §§ 17200, *et seq.*;
10. That the Court declare, adjudge, and decree that Defendant violated Labor Code §§ 201, 202 and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs ;
11. That the Court declare, adjudge, and decree that Defendant's employment practices violated one or more sections of the Labor Code;
12. For penalties pursuant to Cal. Bus. & Prof. Code § 17206;
13. For disgorgement of ill-gotten gains;
14. For reimbursement of all business expenses owed;
15. For injunctive relief;
16. For punitive damages;
17. For an award of attorneys' fees;
18. For an award of interest, including prejudgment interest, at the legal rate;
19. For costs of suit incurred; and
20. For such other and further relief as the Court deems just and appropriate.

DATE: January 23, 2024

T. JOSHUA RITZ & ASSOCIATES, INC.

By: *T. Joshua Ritz*

T. JOSHUA RITZ
ATTORNEYS FOR PLAINTIFFS
CESAR PATINO, JOE VELASQUEZ,
HARRY SIMON, EDIBERTO GARRIDO,
ROBERT ANDRADE, FRANK GONZALEZ,
ROLANDO INFANTE, JAKE KHAM, ALLEN
TRAVENS, OSCAR VALLIN, JESSI
VILLAZANA, PETER HERNANDEZ, THE
SETTLEMENT CLASS AND THE PAGA
GROUP

PROOF OF SERVICE — 1013a

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California; I am over the age of 18 years and not a party to the within action; my business address is 13400 Riverside Dr., Suite 101, Sherman Oaks, CA 91423

On **December 23, 2024**, I served true copies of the following document(s) described as: **SECOND AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES AND EQUITABLE REMEDIES** on the interested parties in this action to:

David D. Jacobson, Esq.
SEYFARTH SHAW LLP
2029 Century Park East, Ste 3500
Los Angeles, CA 90067
DJacobson@seyfarth.com

Danielle Al-Chalati-Moeller, Esq.
SEYFARTH SHAW LLP
601 South Figueroa St, Ste 3300
Los Angeles, California 90017
dal-chalati.moeller@seyfarth.com

Mike W Kopp, Esq.
SEYFARTH SHAW LLP
400 Capitol Mall, Ste 2300
Sacramento, California 95814
MKopp@seyfarth.com

BY MAIL: I enclosed the document(s) in a sealed envelope/package addressed to the addressee(s) designated and placed it for mailing, following our ordinary business practices. I am readily familiar with the mailing practice of my place of employment in respect to the collection and processing of correspondence and pleadings for mailing. It is deposited with the United States Postal Service on that same day in the ordinary course of business with postage fully prepaid.

X BY EMAIL: by electronic mail transmission to the email address(es) listed.

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

Executed on **December 23, 2024**, Sherman Oaks, California.

Rene Rendon

Rene Rendon