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all others similarly situated, and on behalf of the general public

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

SIMON MUNOZ and GIANCARLO
BLANCO on behalf of themselves, all
others similarly situated, and on behalf of
the general public,

Plaintiffs,

v.

RDO EQUIPMENT CO.; and DOES 1-
100,

Defendants.

Case No. 1:23-cv0-00979-DAD-AC

**PLAINTIFFS' SECOND AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 7-2001(11); Cal. Code Regs., tit. 8 § 11070);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 7-2001(12); Cal. Code Regs. Title 8 § 11070);
- 5) Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Lab. Code §§ 233, 234, 246);
- 6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 7) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§ 201-203);
- 8) Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11170(8));
- 9) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.); and
- 10) Violation of the Private Attorneys General Act (Lab. Code § 2698).

DEMAND FOR JURY TRIAL

1 Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO, on behalf of themselves, all others
2 similarly situated, and on behalf of the general public, complain of Defendant RDO
3 EQUIPMENT CO. (“DEFENDANT” or “RDO”) and/or DOES and for causes of action and
4 alleges:

- 5 1. This is a class action pursuant to *California Code of Civil Procedure* section 382 on behalf
6 of Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO and all non-exempt hourly
7 warehouse employees who are presently or were formerly employed by RDO and/or
8 DOES and/or their subsidiaries or affiliated companies and/or predecessors within the
9 State of California.
- 10 2. RDO is a construction, agricultural, landscape, utility, recycling, and forestry equipment
11 supplier. RDO supplies brands such as John Deere, Vermeer, Topcon, and Wirtgen Group.
12 RDO sells used and new equipment as well as parts. RDO also services construction and
13 agricultural equipment.
- 14 3. RDO operates out of warehouses in California.
- 15 4. RDO employs hourly, non-exempt employees to work at its warehouses in California.
- 16 5. Throughout the time period that includes the four years prior to filing this action to the
17 present (the “Statutory Period”), RDO and/or DOES have maintained uniform policies
18 that violate the wage and hour rights of Plaintiffs and similarly situated hourly non-exempt
19 warehouse employees in the manner complained of herein.
- 20 6. Throughout the Statutory Period, and through uniform policies applicable to all hourly
21 non-exempt employees, RDO and/or DOES fail to pay Plaintiffs and the Class Members
22 all straight time and overtime wages owed. Specifically, Defendant and/or DOES have a
23 continuous and consistent policy of requiring employees to work before clocking in, after
24 clocking out, and during meal periods. Plaintiffs and the Class members are not paid for
25 this time. For example, Plaintiffs and the Class members would have to enter the facility,
26 walk to their workstations, boot up their computers, and login online before they could
27 clock-in and, thus, were not paid for this time. Mr. Munoz and Mr. Blanco would also
28 have to use their meal period time walking through the facility to their workstation where

1 the laptop computer was located and logging into the timekeeping program to record their
2 meal period time. Failing to pay for all hours worked while under Defendant's and/or
3 DOES' control and/or while suffered or permitted to work has resulted in Plaintiffs and
4 the Class members being deprived of straight time and/or overtime wages.

5 7. Throughout the Statutory Period, and through uniform policies applicable to all hourly
6 non-exempt warehouse employees, RDO and/or DOES require Plaintiffs and the Class
7 members have to keep their phones on and with them during their meal periods. Defendant
8 and/or DOES call and/or otherwise contact Plaintiffs and the Class members while they
9 are on unpaid meal periods. Thus, Plaintiffs and the Class members are owed wages for
10 meal period time during with they are subject to Defendant's and/or DOES' control and
11 during which they are not free from all work duties.

12 8. Throughout the Statutory Period, and through uniform policies applicable to all hourly
13 non-exempt warehouse employees, RDO and/or DOES require Plaintiffs and the Class
14 members to review and fill out paperwork after they are hired by Defendant and/or DOES,
15 but before the employees' first day of work. Defendant and/or DOES fail to pay Plaintiffs
16 and the Class members for this time.

17 9. Throughout the Statutory Period, and through uniform policies applicable to all hourly non-
18 exempt employees, RDO and/or DOES fail to pay Plaintiffs and the Class Members at the
19 appropriate regular rate of pay for all hours worked. Specifically, RDO and/or DOES fail
20 to incorporate non-discretionary bonuses employees are paid into employees' regular rate
21 of pay. For example, RDO and/or DOES pay employees referral bonuses. These bonuses
22 are not included in employees' regular rate of pay.

23 10. Throughout the Statutory Period, and through uniform policies applicable to all hourly
24 non-exempt warehouse employees, RDO and/or DOES fail to provide Plaintiffs and the
25 Class Members with meal periods that comply with California law and failed to authorize
26 and permit rest periods that comply with California law.

27 11. Throughout the Statutory Period, and through uniform policies applicable to all hourly
28 non-exempt warehouse employees, RDO and/or DOES fail to provide duty-free meal

1 periods to Plaintiffs and the Class members because Defendant and/or DOES require
2 Plaintiffs and the Class members to keep their phones on and with them during meal
3 periods. Defendant and/or DOES call and/or otherwise contact Plaintiffs and the Class
4 members while they are on meal periods. Plaintiffs and the Class members must be ready
5 to answer any calls that come in from management during their meal periods.

6 12. Throughout the Statutory Period, and through uniform policies applicable to all hourly
7 non-exempt warehouse employees, RDO and/or DOES fail to provide a suitable rest area
8 to employees. Plaintiffs and the Class members are, if they took a meal period on premises,
9 forced to take their meal periods in the conference room where sales are taking place.

10 13. Throughout the Statutory Period and through uniform policies applicable to all non-
11 exempt, hourly employees, RDO and/or DOES fail to provide duty-free rest periods to
12 Plaintiffs and the Class members because Defendant and/or DOES require Plaintiffs and
13 the Class members to keep their phones on and with them during rest periods. Defendant
14 and/or DOES call and/or otherwise contact Plaintiffs and the Class members while they
15 are on rest periods. Plaintiffs and the Class members must be ready to answer any calls
16 that come in from management during their rest periods.

17 14. Throughout the Statutory Period and through uniform policies applicable to all non-
18 exempt, hourly employees, RDO and/or DOES fail to provide a suitable rest area to
19 employees. Plaintiffs and the Class members are, if they took a rest period on premises,
20 forced to take their rest periods in the conference room where sales are taking place.

21 15. Throughout the Statutory Period and through uniform policies applicable to all non-
22 exempt, hourly employees, RDO and/or DOES have had a consistent policy and/or
23 practice of failing to itemize the amount of accrued/available sick leave hourly, non-
24 exempt warehouse employees have on wage statements each pay period.

25 16. Throughout the Statutory Period and through uniform policies applicable to all hourly
26 non-exempt warehouse employees, RDO and/or DOES knowingly and intentionally
27 provide wage statements to employees that fail to specifically itemize everything required
28 under *California Labor Code* section 226(a).

- 1 17. Throughout the Statutory Period and through uniform policies applicable to all non-
2 exempt, hourly warehouse employees, RDO and/or DOES knowingly and intentionally
3 fail to pay all wages owed to non-exempt, hourly warehouse employees in a timely manner
4 at the time non-exempt, hourly warehouse employees terminated their employment –
5 either voluntarily or involuntarily – with RDO and/or DOES. RDO and/or DOES have a
6 policy and practice of willfully failing to pay final wages to terminated employees in a
7 timely manner because RDO and/or DOES have a policy and practice of paying
8 employees their final wages on the next regularly scheduled pay date and not within the
9 timeframes outlined in *California Labor Code* sections 201 and 202.
- 10 18. Throughout the Statutory Period and through uniform policies applicable to all non-
11 exempt, hourly warehouse employees, RDO and/or DOES do not provide Plaintiffs and
12 the Class members with a summary of what their final pay is, such as a wage statement,
13 and only provide Plaintiffs and the Class members with their final pay on a Visa debit
14 card. Plaintiffs and the Class members do not have the option of receiving their final wages
15 through a check or direct deposit.
- 16 19. Throughout the Statutory Period and through uniform policies applicable to all non-
17 exempt, hourly warehouse employees, RDO and/or DOES did not reimburse Plaintiffs
18 and the other Class members for business expenses incurred, including, but not limited to,
19 having to use their personal cell phones for business purposes and having to use their
20 personal vehicles for business purposes.
- 21 20. Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO, on behalf of themselves and
22 all of RDO's and/or DOES' hourly non-exempt warehouse employees employed at any
23 time during the Statutory Period brings this action pursuant to *California Labor Code*
24 sections 201-203, 218, 218.5, 222, 223, 224, 226, subd. (b), 226.3, 226.7, 233, 234, 246,
25 510, 512, 515, 558, 1194, 1194.2, 1197, 2802, 2698, *et seq.* and *California Code of*
26 *Regulations*, Title 8, sections 11070 and 3395, seeking unpaid wages, overtime, meal and
27 rest period compensation, penalties, injunctive and other equitable relief, and reasonable
28 attorneys' fees and costs.

21. Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO, on behalf of themselves and all of RDO's and/or DOES' hourly non-exempt warehouse employees employed at any time during the Statutory Period, pursuant to *California Business and Professions Code* sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits RDO and/or DOES enjoyed from their failure to pay all straight time wages, overtime wages, and meal and rest period compensation as well as their failure to adopt a compliant sick pay and/or paid time off policy.

I. VENUE

22. Venue as to each Defendant, RDO and/or DOES, is proper in this judicial district, pursuant to *California Code of Civil Procedure* section 395. Defendant RDO and/or DOES conduct business and commit *California Labor Code* violations within Stanislaus County, and each Defendant and/or DOE is within California for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of California and within Stanislaus County. Defendant RDO and/or DOES employ numerous non-exempt employees who perform and/or performed work for RDO in Stanislaus County, California during the Statutory Period.

II. PARTIES

A. Plaintiffs.

23. Throughout the Statutory Period, Plaintiffs are and were residents of California. During the Statutory Period, Plaintiffs were employed by Defendant and/or DOES in California and performed work in Stanislaus County. Plaintiffs were employed by Defendant and/or DOES until on or about January 31, 2023.

24. Plaintiffs and the proposed class of similarly situated hourly non-exempt warehouse employees are covered by, inter alia, California IWC Occupational Wage Order No. 7-2001, and Title 8, *California Code of Regulations*, section 11070.

25. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the California Labor and Workforce Development Agency ("LWDA") and Defendant by Plaintiff Munoz on February 16, 2023. This notice demonstrates that Plaintiff Munoz

1 is an aggrieved employee and has standing to bring a representative action on behalf of
2 the LWDA and as a private attorney general. The violations alleged in this notice also
3 forms the basis for the allegations herein. No notice of cure by Defendant and/or DOES
4 was provided and no notice of investigation was received from the LWDA in the
5 statutorily proscribed sixty-five (65) day period since the mailing of the notices of the
6 action. Accordingly, Plaintiff Munoz files this action as a “Representative Action” as
7 authorized by *Labor Code* section 2699.3(a)(2)(C).

8 26. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent
9 to the LWDA and Defendant by Plaintiff Blanco on February 21, 2023. This notice
10 demonstrates that Plaintiff Blanco is an aggrieved employee and has standing to bring a
11 representative action on behalf of the LWDA and as a private attorney general. The
12 violations alleged in this notice also forms the basis for the allegations herein. No notice
13 of cure by Defendant and/or DOES was provided and no notice of investigation was
14 received from the LWDA in the statutorily proscribed sixty-five (65) day period since the
15 mailing of the notices of the action. Accordingly, Plaintiff Blanco files this action as a
16 “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

17 **B. Defendants.**

18 27. RDO is a construction, agricultural, landscape, utility, recycling, and forestry equipment
19 supplier. RDO supplies brands such as John Deere, Vermeer, Topcon, and Wirtgen Group.
20 RDO sells used and new equipment as well as parts. RDO also services construction and
21 agricultural equipment.

22 28. RDO has warehouses throughout California, including in Stanislaus County.

23 29. RDO employs hourly, non-exempt employees to work at its warehouses.

24 30. RDO employed Plaintiffs and similarly situated hourly non-exempt warehouse employees
25 in California.

26 31. The true names and capacities, whether individual, corporate, associate, or otherwise, of
27 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiffs, who therefore
28 sues these Defendants by such fictitious names under *California Code of Civil Procedure*

1 section 474. Plaintiffs is informed and believes, and based thereon alleges, that each of
2 the Defendants designated herein as a DOE is legally responsible in some manner for the
3 unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint
4 to reflect the true names and capacities of the Defendants designated hereinafter as DOES
5 when such identities become known.

6 32. Plaintiffs were informed and believe, and based thereon allege, that each Defendant and/or
7 DOE acted in all respects pertinent to this action as the agent of the other Defendants
8 and/or DOES, carried out a joint scheme, business plan or policy in all respects pertinent
9 hereto, and the acts of each Defendants and/or DOES are legally attributable to the other
10 Defendants and/or DOES.

11 **III. CLASS ACTION ALLEGATIONS**

12 33. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a
13 class action pursuant to section 382 of the *California Code of Civil Procedure*. Plaintiffs
14 seek to represent a Class composed of and defined as follows:

15 All individuals who are employed or have been employed by
16 Defendant in the State of California as hourly non-exempt
17 employees and worked at one of Defendant's warehouses in
18 California at any time during the period of the relevant statute of
19 limitations. ("Class Members")

20 Plaintiffs also seek to represent subclasses composed of and defined as follows:

21 All Class Members who worked one (1) or more shifts in excess of
22 five (5) hours.

23 All Class Members who worked one (1) or more shifts in excess of
24 six (6) hours.

25 All Class Members who worked one (1) or more shifts in excess of
26 ten (10) hours.

27 All Class Members who worked one (1) or more shifts in excess of
28 twelve (12) hours.

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All Class Members who worked one (1) or more shifts in excess of two (2) hours.

All Class Members who worked one (1) or more shifts in excess of three (3) hour and one-half hours, but less than or equal to six (6) hours.

All Class Members who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All Class Members who worked one (1) or more shifts in excess of ten (10) hours.

All Class Members who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All Class Members who were not paid an accurate rate for overtime hours when non-discretionary bonuses were paid.

All Class Members who were not paid regular wages for unlawful meal periods.

All Class Members who were not paid premium wages for unlawful meal periods.

All Class Members for whom Defendant failed to provide a suitable rest area.

All Class Members who were not paid premium wages for unlawful rest periods.

All Class Members who were not paid for all time during which they were subject to the control of Defendant and/or suffered or permitted to work for Defendant during the relevant period of the statute of limitations.

All Class Members who had wages unlawfully deducted.

1 All Class Members who were not provided sick pay and/or paid
2 time off.

3 All Class Members who were not provided with accurate itemized
4 wage statements.

5 All Class Members who separated their employment from
6 Defendants.

7 All Class Members who incurred business expenses and were not
8 reimbursed.

9 34. Plaintiffs reserve the right under Rule 1855, subdivision (b), *California Rules of Court*, to
10 amend or modify the Class description with greater specificity or further division into
11 subclasses or limitation to particular issues.

12 35. This action has been brought and may properly be maintained as a class action under the
13 provisions of *California Code of Civil Procedure* section 382 because there is a well-
14 defined community of interest in the litigation and the proposed Class is easily
15 ascertainable.

16 **A. Numerosity.**

17 36. The potential members of the Class as defined are so numerous that joinder of all the
18 members of the Class is impracticable. While the precise number of Class Members has
19 not been determined at this time, Plaintiffs are informed and believe that RDO and/or
20 DOES currently employ, and during the liability period employed, over one hundred (100)
21 Class Members in Stanislaus County during the liability period and who are or have been
22 affected by RDO's and/or DOES' policies of wage theft, failure to pay all straight and
23 overtime wages owed, failure to provide meal and/or rest periods without the appropriate
24 legal compensation, failure to implement a lawful sick pay policy, willful failure to pay
25 all wages due at time of separation from employment, knowing and intentional failure to
26 provide accurate and itemized employee wage statements, and failure to reimburse for
27 business expenses. Accounting for employee turnover during the relevant periods
28 increases this number substantially. Upon information and belief, Plaintiffs allege RDO's

and/or DOES' employment records will provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality.

37. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

(1) Whether RDO and/or DOES violate the *California Labor Code* and/or applicable IWC Wage Orders in failing to pay its employees all earned wages at the regular rate for all hours worked.

(2) Whether RDO and/or DOES fail to pay the proper overtime rate when non-discretionary bonuses are paid.

(3) Whether RDO's and/or DOES' uniform policies and/or practices whereby employees were pressured and/or incentivized to forego taking meal and/or rest periods.

(4) Whether RDO's and/or DOES' violated *California Labor Code* section 226.7, IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, and/or *California Code of Regulations*, Title 8, section 11070, by failing to authorize, permit, and/or provide thirty-minute (30) meal periods before the end of the fifth hour worked and/or failing to pay said employees one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period was not authorized, permitted and/or provided.

(5) Whether RDO and/or DOES violated *California Labor Code* section 226.7, IWC Wage Order No. 7-2001 or other applicable IWC Wage Orders, and/or *California Code of Regulations*, Title 8, section 11070, by failing to authorize, permit, and/or provide ten (10) minute rest periods to its employees for every four (4) hours or major fraction thereof worked and/or failing to pay said employees one (1) hour of pay at the

1 employee's regular rate of compensation for each work day that the rest
2 period was not authorized, permitted and/or provided.

3 (6) Whether RDO and/or DOES provided employees with a
4 suitable rest area.

5 (7) Whether RDO and/or DOES violated *California Labor*
6 *Code* sections 233 and 234 by adopting uniform policies and/or practices
7 which counts sick leave taken pursuant as an unauthorized absence that
8 may result in discipline, discharge, demotion, or termination.

9 (8) Whether RDO and/or DOES violated *California Labor*
10 *Code* section 246 by having uniform policies and/or practices of failing to
11 provide Class Members wage statements itemizing the amount of
12 accrued/available sick leave.

13 (9) Whether RDO and/or DOES have uniform policies and/or
14 practices of failing to provide employees accurate and itemized wage
15 statements.

16 (10) Whether RDO and/or DOES knowingly and intentionally
17 fail to provide employees accurate and itemized wage statements.

18 (11) Whether RDO and/or DOES have uniform policies and/or
19 practices of failing to timely pay all wages owed to employees who left
20 RDO's and/or DOES' employ or who were terminated.

21 (12) Whether RDO and/or DOES willfully fail to pay, in a timely
22 manner, wages owed to members of the proposed Class who left RDO's
23 and/or DOES' employ or who were terminated.

24 (13) Whether RDO and/or DOES failed to reimburse employees
25 for necessary business expenses.

26 38. The answer to each of these respective questions will generate a common answer capable
27 of resolving class-wide liability in one stroke.

28 39. Said common questions predominate over any individualized issues and/or questions

affecting only individual members.

C. Typicality.

40. The claims of the named Plaintiffs are typical of the claims of the proposed Class. Plaintiffs and all members of the proposed Class sustained injuries and damages arising out of and caused by RDO's and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

41. Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO were subjected to the same uniform policies and/or practices complained of herein that affected all such employees. Thus, as Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO were subjected to the same unlawful policies and practices as all employees, his claims are typical of the class he seeks to represent.

D. Adequacy of Representation.

42. Plaintiffs will fairly and adequately represent and protect the interests of the members of the Class.

43. Plaintiffs are ready and willing to take the time necessary to help litigate this case.

44. Plaintiffs have no conflicts that will disallow them to represent and protect the interests of the members of the Class fairly and adequately.

45. Counsel who represent Plaintiffs are competent and experienced in litigating large employment class actions.

46. Specifically, David Mara, Esq., and Jill Vecchi, Esq., of Mara Law Firm, PC, and Douglas Han, Esq., Shunt Tatavos-Gharajeh, Esq., and William Wilkinson, Esq., of Justice Law Corporation are California lawyers in good standing.

47. Counsel who represents Plaintiffs are competent and experienced in litigating large employment class actions.

48. Counsel who represents Plaintiffs have been named class counsel in numerous cases.

49. Counsel who represents Plaintiffs' practice is primarily focused on representing classes, large and small, on the basis of *California Labor Code* and IWC Wage Order Violations similar to those alleged herein. The attorneys at Mara Law Firm, PC, are also frequently

1 called upon to and do author amicus briefs on behalf of the Consumer Attorneys of
2 California on cases in the appellate courts and Supreme Court of California involving
3 important issues relating to those alleged herein.

4 50. Counsel who represents Plaintiffs have the resources to take this case to trial and
5 judgment, if necessary.

6 51. The lawyers representing Plaintiffs have the experience, ability, and ways and means to
7 vigorously prosecute this case.

8 **E. Superiority of Class Action.**

9 52. A class action is superior to other available means for the fair and efficient adjudication
10 of this controversy. Individual joinder of all Class Members is not practicable, and
11 questions of law and fact common to the Class predominate over any questions affecting
12 only individual members of the Class. Each member of the Class has been damaged and
13 is entitled to recovery by reason of RDO's and/or DOES' illegal policies and/or practices
14 of failing to pay all straight time and overtime wages owed, failing to provide meal
15 periods, failing to permit or authorize rest periods, failing to adopt a lawful sick pay/paid
16 time off policy, knowingly and intentionally failing to comply with wage statement
17 requirements, failing to pay all wages due at termination, and failing to reimburse for
18 incurred expenses.

19 53. Class action treatment will allow those similarly situated persons to litigate their claims
20 in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiffs are unaware of any difficulties that are likely to be encountered in the
22 management of this action that would preclude its maintenance as a class action.

23 54. Because such common questions predominate over any individualized issues and/or
24 questions affecting only individual members, class resolution is superior to other methods
25 for fair and efficient adjudication.

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IV. CAUSES OF ACTION

FIRST CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Pay All Straight Time Wages

55. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

56. Defendant and/or DOES have had a continuous policy of not paying Plaintiffs and those similarly situated for all hours worked.

57. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

58. Plaintiffs and those similarly situated Class Members were employed by RDO and/or DOES at all relevant times. RDO and/or DOES were required to compensate Plaintiffs for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

59. RDO and/or DOES have had a continuous policy of not paying Plaintiffs and those similarly situated for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after

1 clocking out, and during meal periods. Plaintiffs and the Class members are not paid for
2 this time. For example, Plaintiffs and the Class members would have to enter the facility,
3 walk to their workstations, boot up their computers, and login online before they could
4 clock-in and, thus, were not paid for this time. Mr. Munoz and Mr. Blanco would also
5 have to use their meal period time walking through the facility to his workstation where
6 the laptop computer was located and logging into the timekeeping program to record his
7 meal period time. Further, RDO and/or DOES fail to pay Plaintiffs and the Class Members
8 for meal period time when Plaintiffs and the Class Members were not relieved of all duties
9 and/or employer control. Thus, Plaintiffs and the Class Members are owed wages for the
10 unpaid time during with they are subject to Defendant's and/or DOES' control and/or
11 during which they are not free from all work duties.

12 60. In addition, Defendant and/or DOES require Plaintiffs and the Class members to review
13 and fill out paperwork after they are hired by Defendant and/or DOES, but before the
14 employees' first day of work. As such, Defendant and/or DOES fail to pay Plaintiffs and
15 the Class members for this time. For example, Plaintiffs had to review and fill out new
16 hire paperwork on June 30, 2021, but his time records do not show time worked until July
17 6, 2021.

18 61. Further, Plaintiffs and the Class members are not relieved of all duties and employer
19 control during their unpaid meal periods. Plaintiffs and the Class members have to keep
20 their phones on and with them during their meal periods. Defendant and/or DOES call
21 and/or otherwise contact Plaintiffs and the Class members while they are on unpaid meal
22 periods. Thus, Plaintiffs and the Class members are owed wages for meal period time
23 during with they are subject to Defendant's and/or DOES' control and during which they
24 are not free from all work duties. These wages would be owed in each shift in which
25 Plaintiffs' time records show they clocked out for a meal period.

26 62. RDO's and/or DOES' failure to pay Plaintiffs and the Class Members for all hours worked
27 while under RDO's and/or DOES' control and/or while suffered or permitted to work has
28 resulted in Plaintiffs and the Class Members being deprived of straight time and/or

overtime wages throughout the Statutory Period.

63. Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages to Plaintiffs and the Class Members by deducting a portion of the wages earned by Plaintiffs and the Class Members when they worked through their meal periods, are not relieved of all work duties during their meal periods and/or when RDO recorded a meal period for Plaintiffs and the Class Members when no meal period was taken.

64. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiffs and those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal period, even though Plaintiffs and all members of the Class work through their meal periods and/or were subject to RDO's control during meal periods. Thus, RDO and/or DOES do not pay Plaintiffs and each and every member of the Class for all time worked each and every day they work without a meal period and have time deducted.

65. Plaintiffs and the Class Members are informed and believe and thereon allege that as a direct result of RDO's and/or DOES' uniform policies and/or practices, Plaintiffs and the Class Members have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses and attorneys' fees in seeking to compel RDO and/or DOES to fully perform their obligations under state law, all to their respective damage in amounts, according to proof at trial.

66. As a direct result of RDO's and/or DOES' policy of illegal wage theft, Plaintiffs and those similarly situated have been damaged in an amount to be proven at trial.

67. WHEREFORE, Plaintiffs and the Class he seeks to represent request relief as described below.

SECOND CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Pay All Overtime Wages

68. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

69. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages.

1 *California Labor Code* section 222 prohibits the withholding of part of a wage. *California*
2 *Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage
3 scale. *California Labor Code* section 1197 prohibits the payment of less than the
4 minimum wage. *California Labor Code* section 224 only permits deductions from wages
5 when the employer is required or empowered to do so by state or federal law or when the
6 deduction is expressly authorized in writing by the employee for specified purposes that
7 do not have the effect of reducing the agreed upon wage.

8 70. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's
9 work. Any work in excess of eight (8) hours in one workday and any work in excess of
10 forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh
11 (7th) day of work in any one workweek shall be compensated at the rate of no less than
12 one and one-half (1.5) times the regular rate of pay for an employee.

13 71. *California Labor Code* section 510 further dictates that any work in excess of twelve (12)
14 hours in one day shall be compensated at the rate of no less than two (2) times the regular
15 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
16 seventh (7th) day of a workweek shall be compensated at the rate of no less than two (2)
17 times the regular rate of pay of an employee.

18 72. RDO and/or DOES have a continuous policy of failing to pay overtime when employees
19 worked over eight (8) hours per day and when employees worked over forty (40) hours
20 per week.

21 73. RDO and/or DOES have a continuous policy of failing to pay all double-time when
22 employees worked over twelve (12) hours per day.

23 74. RDO and/or DOES have had a continuous policy of not paying Plaintiffs and those
24 similarly situated for all hours worked. Specifically, Defendant and/or DOES have a
25 continuous and consistent policy of requiring employees to work before clocking in, after
26 clocking out, and during meal periods. Plaintiffs and the Class members are not paid for
27 this time. For example, Plaintiffs and the Class members would have to enter the facility,
28 walk to their workstations, boot up their computers, and login online before they could

1 clock-in and, thus, were not paid for this time. Plaintiffs would also have to use his meal
2 period time walking through the facility to his workstation where the laptop computer was
3 located and logging into the timekeeping program to record his meal period time. Further,
4 RDO and/or DOES fail to pay Plaintiffs and the Class Members for meal period time when
5 Plaintiffs and the Class Members were not relieved of all duties and/or employer control.
6 Thus, Plaintiffs and the Class Members are owed wages for the unpaid time during with
7 they are subject to Defendant's and/or DOES' control and/or during which they are not
8 free from all work duties. When Plaintiffs and the Class members work over eight (8)
9 hours in a shift, these unpaid hours must be compensated at an overtime rate. Because
10 Plaintiffs and the Class members were typically scheduled to work shifts lasting nine (9)
11 to twelve (12) hours long, the majority of these unpaid hours would qualify for the
12 overtime rate.

13 75. Further, Plaintiffs and the Class members are not relieved of all duties and employer
14 control during their unpaid meal periods. Plaintiffs and the Class members have to keep
15 their phones on and with them during their meal periods. Defendant and/or DOES call
16 and/or otherwise contact Plaintiffs and the Class members while they are on unpaid meal
17 periods. Thus, Plaintiffs and the Class members are owed wages for meal period time
18 during with they are subject to Defendant's and/or DOES' control and during which they
19 are not free from all work duties. Because Plaintiffs and the Class members work shifts
20 lasting over eight (8) hours, the majority of these unpaid hours would qualify for the
21 overtime rate.

22 76. RDO and/or DOES fail to pay Plaintiffs and the Class Members at the appropriate regular
23 rate of pay for all overtime hours worked. Specifically, RDO and/or DOES fail to
24 incorporate non-discretionary bonuses employees were paid when calculating employees'
25 regular rate of pay for purposes of paying overtime compensation. For example, RDO
26 and/or DOES pay referral bonuses to Plaintiffs and the Class Members. These bonuses
27 are not included in employees' regular rate of pay. Plaintiff Mr. Munoz was paid referral
28 bonuses and worked overtime in the pay periods with day dates of 8/12/2022 and

5/20/2022. In the pay period with a pay date of 8/12/2022, Plaintiff Mr. Munoz received a \$500 referral bonus and worked 1.68 hours of overtime. In the pay period with a pay date of 5/20/2022, Plaintiffs received a \$500 referral bonuses and worked 0.99 hours of overtime. Yet, these bonuses were not factored into Plaintiffs' regular rate of pay for purposes of paying overtime wages.

77. Plaintiffs and those similarly situated Class Members were employed by RDO and/or DOES at all relevant times. RDO and/or DOES were required to compensate Plaintiffs and the Class Members for all overtime hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

78. RDO and/or DOES fail to pay for the overtime that was due, pursuant to IWC Wage Order No. 7-2001, item 3(A).

79. Defendant and/or DOES fails to pay for all time during which Plaintiffs and Class Members work throughout their shift. As most shifts worked are over eight (8) hours in length, the time during which employees are uncompensated before clocking in, after clocking out, and/or during any other time in the day when employees were subject to Defendants' and/or DOES' control and/or were not relieved of all work duties, should be, but is not, paid at the applicable overtime rate.

80. Plaintiffs and the Class Members are informed and believe and thereon allege that as a direct result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiffs and the Class Members have suffered, and continue to suffer, substantial unpaid overtime wages, and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to compel RDO and/or DOES to fully perform their obligations under state law, all to their respective damage in amounts according to proof at time of trial. RDO and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention on injuring Plaintiffs and the Class Members. RDO and/or DOES act with malice or in conscious disregard of Plaintiffs' and the Class Member's rights. In addition to compensation, Plaintiffs are also entitled to any penalties allowed by law.

81. WHEREFORE, Plaintiffs and the Class he seeks to represent request relief as described

below.

THIRD CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Provide Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order No. 7-2001(11); Cal. Code Regs., tit. 8, § 11070)

82. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

83. Under *California Labor Code* section 512 and IWC Wage Order No. 7-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During these meal periods of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

84. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of less than thirty (30) minutes.

85. Under *California Labor Code* section 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

86. RDO and/or DOES fail to provide thirty (30) minute, uninterrupted meal periods to Plaintiffs and Class Members who worked for work periods of more than five (5) consecutive hours. As such, Plaintiffs and Class Members were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted, duty-free meal period within that time.

87. RDO and/or DOES breached the legal duty to provide meal periods to employees by failing to provide employees with meal periods within the timeframes outlined by

California law. Specifically, RDO and/or DOES failed to provide Plaintiffs and the Class Members with meal periods within the first five (5) continuous hours of work. For example, in the following shifts Plaintiff SIMON MUNOZ received a meal period after the fifth hour of work: 7/15/2021, 7/16/2021, 7/19/2021, 7/20/2021, 7/21/2021, 7/22/2021, 7/26/2021, 7/27/2021, 7/29/2021, 7/30/2021, 8/5/2021, 8/9/2021, 8/10/2021, 8/11/2021, 8/13/2021, 8/30/2021, 9/1/2021, 9/3/2021, 10/13/2021, 10/14/2021, 10/15/2021, 10/19/2021, 10/21/2021, 10/28/2021, 10/29/2021, 11/1/2021, 11/2/2021, 11/3/2021, 11/9/2021, 11/10/2021, 11/11/2021, 11/12/2021, 11/15/2021, 11/16/2021/ 11/17/2021, 11/18/2021, 11/22/2021, 11/23/2021, 11/29/2021, 11/30/2021, 12/1/2021, 12/2/2021, 12/3/2021, 12/6/2021, 12/7/2021, 12/8/2021, 12/9/2021, 12/13/2021, 12/14/2021, 12/15/2021, 12/20/2021, 12/21/2021, 12/22/2021, 12/23/2021, 12/27/2021, 12/28/2021, 12/29/2021, 12/30/2021, 1/3/2022, 1/4/2022, 1/5/2022, 1/7/2022, 1/10/2022, 1/11/2022, 1/12/2022, 1/13/2022, 1/17/2022, 1/18/2022, 1/19/2022, 1/21/2022, 1/24/2022, 1/25/2022, 1/26/2022, 1/27/2022, 1/28/2022, 2/2/2022, 2/4/2022, 2/7/2022, 2/9/2022, 2/10/2022, 2/11/2022, 2/15/2022, 2/16/2022, 2/17/2022, 2/18/2022, 2/21/2022, 2/23/2022, 2/25/2022, 3/1/2022, 3/2/2022, 3/3/2022, 3/4/2022, 3/7/2022, 3/8/2022, 3/9/2022, 3/10/2022, 3/11/2022, 3/14/2022, 3/15/2022, 3/21/2022, 3/23/2022, 3/24/2022, 3/25/2022, 3/28/2022, 3/31/2022, 4/1/2022, 4/11/2022, 4/28/2022, 5/9/2022, 5/10/2022, 5/12/2022, 5/26/2022, 6/24/2022, 6/29/2022, 6/30/2022, 7/14/2022, 7/18/2022, 7/19/2022, 7/20/2022, 7/21/2022, 7/25/2022, 7/27/2022, 7/28/2022, 7/29/2022, 8/1/2022, 8/2/2022, 8/15/2022, 8/19/2022, 8/22/2022, 8/29/2022, 8/30/2022, 8/31/2022, 9/1/2022, 9/2/2022, 9/8/2022, 9/9/2022, 9/12/2022, 9/13/2022, 9/14/2022, 9/19/2022, 10/12/2022, 10/14/2022, 10/18/2022, 10/21/2022, 10/26/2022, 10/27/2022, 11/8/2022, 11/9/2022, 11/11/2022, 11/30/2022, 12/5/2022, 12/6/2022, 12/7/2022, 12/13/2022, 12/14/2022, 12/21/2022, 12/22/2022, 12/23/2022, 1/11/2023, 1/13/2023, and 1/16/2023.

88. Plaintiffs and the Class members can only take meal periods when their supervisor tells them to. As such, if Plaintiffs' and the Class members' time records show late or missed meal periods, this is due to Defendant and/or DOES failing to provide meal periods in

1 accordance with California law.

2 89. Further, in each and every shift, Defendant and/or DOES fail to provide a suitable rest
3 area to employees. Plaintiffs and the Class members were, if they took a meal period on
4 premises, forced to take their meal periods in the conference room where sales are taking
5 place.

6 90. When Plaintiffs and the Class members are able to take a meal period, Plaintiffs and the
7 Class members are not relieved of all duties during their meal periods. Plaintiffs and the
8 Class members would have to keep their phones on and with them during their meal
9 periods. Plaintiffs and the Class members must be ready to answer any calls that come in
10 from management during their meal periods. Defendant and/or DOES call and/or
11 otherwise contact Plaintiffs and the Class members while they are on unpaid meal periods.

12 91. In addition, Plaintiffs and the Class members would have to use their meal period time to
13 walk through the facility to their workstations where they have laptop computers they
14 have to use to record their meal period time.

15 92. Alternatively, Defendant and/or DOES breach the legal duty to provide meal periods to
16 employees by imposing a continuous and consistent policy requiring Plaintiffs and the
17 Class members to work through their meal periods to satisfy the demanding workload
18 duties imposed by Defendant and/or DOES, thereby denying Plaintiffs and the Class
19 members of the right to be completely free from employer control under California law.

20 93. Further, RDO and/or DOES instituted a consistent policy/practice of not providing second
21 meal periods to Plaintiffs and the Class Members and/or providing compensation in lieu
22 thereof. Specifically, Plaintiffs and the Class Members are required to work shifts lasting
23 nine (9) to twelve (12) hours long but never received second meal periods in shifts over
24 ten (10) hours long. For example, Plaintiffs worked over ten hours on 8/5/2021 and did
25 not receive any meal periods.

26 94. Failing to provide compensation for such unprovided or improperly provided first and/or
27 second meal periods, and by failing to provide compensation for unprovided meal periods,
28 as alleged above, RDO and/or DOES willfully violate the provisions of *California Labor*

Code sections 226.7, 512, and IWC Wage Order No. 7-2001.

95. As a result of the unlawful acts of RDO and/or DOES, Plaintiffs and the Class they seek to represent have been deprived of premium wages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order No. 7-2001. Plaintiffs and the Class he seeks to represent did not willfully waive their right to take meal periods through mutual consent with RDO and/or DOES.

96. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described below.

FOURTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 7-2001(12); Cal. Code Regs. Title 8 § 11070)

97. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein, as if fully plead.

98. Under IWC Wage Order No. 7-2001, every employer shall authorize and permit all employees to take rest periods, "[t]he authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof." IWC Wage Order 7-2001(12). The time spent on rest periods "shall be counted as hours worked for which there shall be no deduction from wages." *Id.*

99. Under *California Labor Code* section 226.7, if the employer does not provide an employee a rest period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest break is not provided.

100. At all relevant times, RDO and/or DOES have had a consistent policy and/or practice of not providing paid rest periods to Plaintiffs and the Class Members and/or providing compensation in lieu thereof. Specifically, Plaintiffs and the Class Members are required to work shifts lasting nine (9) to twelve (12) hours long but never received first, second,

1 third, or fourth rest breaks.

2 101. Additionally, in each and every shift, Defendant and/or DOES did not allow Plaintiffs and
3 all Class members to leave the premises during rest periods.

4 102. Further, in each and every shift, RDO and/or DOES fail to provide Plaintiffs and the Class
5 Members a suitable rest area to employees. Plaintiffs and all Class Members were forced
6 to take their meal periods in the conference room where sales are taking place.

7 103. When Plaintiffs and all Class members are able to take rest periods, Plaintiffs and all Class
8 members are not relieved of all duties during their rest periods. Plaintiffs and all Class
9 members have to keep their phones on and with them during their rest periods. Plaintiffs
10 and all Class members must be ready to answer any calls that come in from management
11 during their meal periods. Defendant and/or DOES call and/or otherwise contact Plaintiffs
12 and all Class members while they are on rest periods.

13 104. Alternatively, Defendant and/or DOES breach the legal duty to provide rest periods to
14 employees by imposing a continuous and consistent policy of requiring Plaintiffs and all
15 Class members to work through their rest periods to satisfy the demanding workload
16 duties imposed by Defendant and/or DOES, thereby denying Plaintiffs and all Class
17 members of the right to be completely free from employer control under California law.

18 105. By failing to provide rest periods for every four (4) hours or major fraction thereof worked
19 per day by non-exempt employees, and by failing to provide compensation for these
20 unprovided rest periods, as alleged above, RDO and/or DOES willfully violated the
21 provisions of *California Labor Code* section 226.7 and Industrial Welfare Commission
22 Order No. 7-2001 section 12(A).

23 106. As a result of the unlawful acts of RDO and/or DOES, Plaintiffs and the Class they seek
24 to represent have been deprived of premium wages, in amounts to be determined at trial,
25 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
26 fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order
27 No. 7-2001.

28 107. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described

below.

FIFTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Lab. Code §§ 233, 234, 246)

108. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

109. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

110. *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, “an employee shall accrue paid sick days at the rate of not less than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later.”

111. *California Labor Code* section 246(c) states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

112. *California Labor Code* section 233(c) states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

113. *California Labor Code* section 233(d) provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

114. *California Labor Code* section 234 further forbids employers from adopting an “absence control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of

1 Section 233. An employee working under this policy is entitled to appropriate legal and
2 equitable relief pursuant to Section 233.”

3 115. *California Labor Code* section 246(k) provides that, “[a]n employee may determine how
4 much paid sick leave they need to use, provided that an employer may set a renewable
5 minimum increment, not to exceed two hours, for the use of paid sick leave.”

6 116. *California Labor Code* section 246(i) requires: “An employer shall provide an employee
7 with written notice that sets forth the amount of paid sick leave available, or paid time off
8 leave an employer provides in lieu of sick leave, for use on either the employee’s itemized
9 wage statement described in Section 226 or in a separate writing provided on the
10 designated pay date with the employee’s payment of wages. If an employer provides
11 unlimited paid sick leave or unlimited paid time off to an employee, the employer may
12 satisfy this section by indicating on the notice or the employee’s itemized wage statement
13 “unlimited.”

14 117. RDO and/or DOES fail to provide paid sick days in accordance with these provisions.

15 118. Defendant RDO and/or DOES operate under an absence control policy that counts sick
16 leave taken pursuant to *California Labor Code* section 233 as an unauthorized absence
17 that may result in discipline, discharge, demotion, or termination. Thus, Defendant RDO
18 and/or DOES’ sick pay policy punishes Plaintiffs and Class Members by way of
19 suspension and/or termination for use of protected and appropriate sick leave.

20 119. RDO and/or DOES fail to itemize sick leave available, or paid time off an employer
21 provides in lieu of sick leave, for us on Plaintiffs’ and the Class members’ itemized wage
22 statements or in a separate writing provided on the designated pay date with the
23 employee’s payment of wages.

24 120. Further, Defendant RDO’s and/or DOES’ sick pay policy fails to pay sick pay for all
25 appropriate and protected purposes enumerated in *California Labor Code* sections 233,
26 234, and 246, and Defendant RDO and/or DOES fail to itemize the amount of
27 accrued/available sick leave Plaintiffs and Class Members have on wage statements each
28 pay period.

121. As a result of the unlawful acts of Defendant RDO and/or DOES, Plaintiffs and the Class they seek to represent have been incurred damages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to *California Labor Code* sections 233(e) and 246.

122. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described below.

SIXTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 246, 1174, 1175; IWC Wage Order No. 7-2001; Cal. Code Regs., Title 8, § 11070)

123. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

124. *California Labor Code* section 226(a) requires Defendant and/or DOES to, inter alia, itemize in wage statements and accurately report the total hours worked and total wages earned. RDO and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 226, subdivision (a), on each and every wage statement provided to Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO and members of the proposed Class.

125. *California Labor Code* section 1174 requires RDO and/or DOES to maintain and preserve, in a centralized location, records showing the daily hours worked by and the wages paid to its employees. RDO and/or DOES have knowingly and intentionally failed to comply with *California Labor Code* section 1174. The failure of RDO and/or DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.

126. RDO and/or DOES fail to maintain accurate time records - as required by IWC Wage Order No. 7-2001(7), and *California Code of Regulations* Title 8 section 11070 - showing, among other things, when the employee begins and ends each work period, the total daily hours worked in itemized wage statements, total wages, bonuses and/or incentives earned, and all deductions made.

127. RDO and/or DOES have knowingly and intentionally failed to provide Plaintiffs and the Class Members with accurate itemized wage statements which show: “(1) gross wages earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee[.]” Cal. Lab. Code § 226(a).

128. California Labor Code section 226, subdivision (a) also requires that “deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.”

129. In addition, California Labor Code section 204(b) requires that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.” An employer complies with section 226(a) “if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in the subsequently issue paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.”

130. RDO and/or DOES knowingly and intentionally did not include the gross wages earned on wage statements. RDO and/or DOES therefore knowingly and intentionally failed to itemize the gross wages earned on Plaintiffs’ and the Class Members’ wage statements.

131. In every pay period during the period of the relevant statute of limitations, RDO and/or

DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *California Labor Code* section 226(a) requires. RDO and/or DOES have had a continuous policy of not paying Plaintiffs and those similarly situated for all hours worked. For example, Plaintiffs and the Class members would have to enter the facility, walk to their workstations, boot up their computers, and login online before they could clock-in and, thus, were not paid for this time. Plaintiffs would also have to use their meal period time walking through the facility to their workstation where the laptop computer was located and logging into the timekeeping program to record their meal period time. In addition, Defendant and/or DOES require Plaintiffs and the Class members to review and fill out paperwork after they are hired by Defendant and/or DOES. Defendant and/or DOES fail to pay Plaintiffs and the Class members for this time. Further, Plaintiffs and the Class members are not relieved of all duties and employer control during their meal periods. Plaintiffs and the Class members have to keep their phones on and with them during their meal periods. Defendant and/or DOES call and/or otherwise contact Plaintiffs and the Class members while they are on unpaid meal periods. Thus, Plaintiffs and the Class members are owed wages for meal period time during with they are subject to Defendant's and/or DOES' control and during which they are not free from all work duties.

132. RDO and/or DOES also did not itemize the amount of sick pay accrued on wage statements.

133. In every pay period during the period of the relevant statute of limitations, RDO and/or DOES knowingly and intentionally did not include the net wages earned on wage statements.

134. In addition, in every pay period, RDO and/or DOES fail to list the accurate hourly rate for overtime hours worked. RDO and/or DOES list the overtime hourly rate as the same rate as straight time hours. For example, on Plaintiff SIMON MUNOZ's wage statements with pay dates of 1/31/2023, 1/27/2023, 1/13/2023, 12/30/2022, 12/16/2022, 12/2/2022, 11/18/2022, 11/4/2022, 10/21/2022, 10/7/2022, 9/23/2022, 9/9/2022, 8/26/2022,

8/12/2022, 7/29/2022, 7/15/2022, 7/1/2022, and 6/17/2022, both Plaintiff SIMON MUNOZ's hourly rate and overtime rate are listed as \$19.72. On Plaintiff SIMON MUNOZ's wage statements with pay dates of 6/3/2022, 5/20/2022, 5/6/2022, 4/22/2022, 4/8/2022, 3/25/2022, 3/11/2022, 3/4/2022, 2/25/2022, 2/11/2022, 1/28/2022, and 1/14/2022, both Plaintiff SIMON MUNOZ's hourly rate and overtime rate are listed as \$18.72. On Plaintiff SIMON MUNOZ's wage statements with pay dates of 12/17/2021, 12/3/2021, 11/19/2021, 11/5/2021, 10/22/2021, 10/8/2021, 9/24/2021, 9/10/2021, 8/27/2021, 8/13/2021, 7/30/2021, and 7/16/2021, both Plaintiff SIMON MUNOZ's hourly rate and overtime rate are listed as \$18.00.

135. As a result of the knowing and intentional failure by RDO and/or DOES to comply with itemized employee wage statement provisions, Plaintiffs and the Class Members have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

136. Under *California Labor Code* section 226.3, "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226." The penalties provided for in *California Labor Code* section 226.3 are in addition to other penalties provided by law.

137. As a direct result of RDO and/or DOES unlawful acts, Plaintiffs and the Class they intend to represent have been damaged and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to *California Labor Code* section 226.

138. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described below.

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SEVENTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Pay All Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)

139. Plaintiffs and those similarly situated Class members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

140. Plaintiff SIMON MUNOZ'S employment with Defendant and/or DOES was terminated on or about January 31, 2023. Defendant and/or DOES fail to provide Plaintiff his final wages at his time of termination in accordance with California Labor Code sections 201 through 203. When Defendant and/or DOES did provide Plaintiff SIMON MUNOZ his final wages, Defendant and/or DOES did not provide a summary of what the pay was, such as a wage statement, and only provided Plaintiff his final wages on a Visa debit card. Plaintiff SIMON MUNOZ did not have the option of receiving his final wages through a check or direct deposit.

141. Defendant and/or DOES have a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ. Defendant and/or DOES also require employees to receive their final wages on Visa debit cards and does not provide the option for employees to receive their final wages through a check or direct deposit.

142. Whether Plaintiffs voluntarily or involuntarily terminated their employment with Defendant RDO and/or DOES, Defendants and/or DOES did not timely pay them all straight time and overtime wages owed at the time of their termination.

143. Whether Plaintiffs voluntarily or involuntarily terminated their employment with RDO and/or DOES, Defendants and/or DOES did not timely pay them meal and/or rest period premiums owed at the time of their termination.

144. Numerous members of the Class are no longer employed by RDO and/or DOES. They were either fired or they quit Defendant and/or DOES' employ. RDO and/or DOES did not pay all timely wages owed at the time of their termination. RDO and/or DOES did not pay all premium wages owed at the time of their termination.

145. *California Labor Code* sections 201 and 202 provide that if an employer discharges an

employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

146. During the relevant time period, RDO and/or DOES intentionally and willfully failed to pay Plaintiffs' and the Class Members' who are no longer employed by RDO and/or DOES their wages that were earned and unpaid within seventy-two (72) hours of their leaving RDO'S and/or DOES' employ in violation of *California Labor Code* sections 201 and 202.

147. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiffs and the Class members for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. For example, Plaintiffs and the Class members would have to enter the facility, walk to their workstations, boot up their computers, and login online before they could clock-in and, thus, were not paid for this time. Plaintiffs would also have to use his meal period time walking through the facility to his workstation where the laptop computer was located and logging into the timekeeping program to record his meal period time. In addition, Defendant and/or DOES require Plaintiffs and the Class members to review and fill out paperwork after they are hired by Defendant and/or DOES. Defendant and/or DOES fail to pay Plaintiffs and the Class members for this time. Further, Plaintiffs and the Class members are not relieved of all duties and employer control during their meal periods. Plaintiffs and the Class members have to keep their phones on and with them during their meal periods. Defendant and/or DOES call and/or otherwise contact Plaintiffs and the Class members while they are on unpaid meal periods. Thus, Plaintiffs and the Class members are owed wages for meal period time during with they are subject to Defendant's and/or DOES' control and during which they are not free from all work duties.

148. *California Labor Code* section 203 provides that, if an employer willfully fails to pay,

without abatement or reduction, in accordance with *California Labor Code* sections 201, 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30) days from the due date thereof, until paid or until an action therefore is commenced.

149. Defendant RDO and/or DOES fail to pay Plaintiffs a sum certain at the time of their termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of *California Labor Code* section 203, Plaintiffs are entitled to a penalty in the amount of their daily wage, multiplied by thirty (30) days.

150. When Plaintiffs and those members of the Class who are former employees of RDO and/or DOES separate from Defendant's and/or DOES' employ, Defendant and/or DOES willfully fail to pay all straight time wages, overtime wages, meal period premiums, and rest period premiums, owed at the time of termination.

151. Defendant RDO and/or DOES failure to pay said wages to Plaintiffs SIMON MUNOZ and GIANCARLO BLANCO and members of the Class they seek to represent, were willful in that Defendant RDO and/or DOES and each of them knew the wages to be due, but failed to pay them.

152. As a consequence of Defendant RDO's and/or DOES' willful conduct in not paying wages owed at the time of separation from employment, Plaintiffs and members of the proposed Class are entitled to thirty (30) days' worth of wages as a penalty under *California Labor Code* section 203, together with interest thereon and attorneys' fees and costs.

153. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described below.

EIGHTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802; IWC Wage Order No. 7-2001; Cal. Code Regs., Title 8, § 11070)

154. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

1 155. *California Labor Code* section 2082 provides: “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct
3 consequence of the discharge of his or her duties, or of his or her obedience to the
4 directions of the employer.... [which] shall include[s] all reasonable costs, including, but
5 not limited to, attorney’s fees incurred by the employee enforcing the rights granted by
6 this section.”

7 156. Under *California Labor Code* section 221, “[i]t shall be unlawful for any employer to
8 collect or receive from an employee any part of wages theretofore paid by said employer
9 to said employee.”

10 157. Plaintiffs and Class Members incurred expenses in the discharge of their duties without
11 receiving reimbursement from Defendant and/or DOES. These expenses include, but are
12 not limited to, having to use their personal cell phones for business purposes and having
13 to use their personal vehicles for business purposes. Plaintiffs and the Class Members
14 have to use their personal cell phones for calls and/or text messages to communicate with
15 their managers and supervisors throughout the day. Defendant and/or DOES further
16 require Plaintiffs and the Class Members to use their personal vehicles for business
17 purposes, but fail to reimburse related expenses incurred. None of Plaintiffs’ wage
18 statements reflect a reimbursement for these expenses.

19 158. *California Labor Code* section 2802(a) entitles Defendant and/or DOES to reimbursement
20 for said necessary expenditures, plus interest and expenses.

21 159. Defendant and/or DOES have failed to indemnify or in any manner reimburse Plaintiffs
22 and Class Members for these expenditures and losses.

23 160. By requiring Plaintiffs and Class Members to pay expenses and cover losses that they
24 incurred in direct consequence of the discharge of their duties for Defendant and/or DOES
25 and/or in obedience of Defendant’s and/or DOES’ direction, Defendant and/or DOES
26 have violated and continues to violate *California Labor Code* section 2802.

27 161. As a direct and proximate result of Defendant’s and/or DOES’ conduct, Plaintiffs and
28 Class Members have suffered substantial losses according to proof, as well as pre-

judgment interest, costs, and attorneys' fees for the prosecution of this action, which losses are compensable under *California Labor Code* section 2802.

162. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described below.

NINTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Violation of Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)

163. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

164. RDO and/or DOES failure to pay all straight time and overtime wages earned, failure to provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to adopt a compliant sick pay policy, failure to itemize and keep accurate records, and failure to pay all wages due at time of termination, as alleged herein, constitutes unlawful activity prohibited by *California Business and Professions Code* section 17200, et seq.

165. The actions of RDO and/or DOES in failing to pay Plaintiffs and members of the proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and deceptive business practices, within the meaning of *California Business and Professions Code* section 17200, et seq.

166. Plaintiffs are entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiffs brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to RDO and/or DOES unlawful acts and practices.

167. As a result of their unlawful acts, RDO and/or DOES have reaped and continue to reap unfair benefits at the expense of Plaintiffs and the proposed Class they seek to represent. RDO and/or DOES should be enjoined from this activity and made to disgorge these ill-gotten gains and restore Plaintiffs and the members of the proposed Class pursuant to *California Business and Professions Code* section 17203. Plaintiffs are informed and believe, and thereon allege, that Defendants and/or DOES are unjustly enriched through

1 their policy of not all wages owed to Plaintiffs and members of the proposed Class.

2 168. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and members of the
3 proposed class are prejudiced RDO and/or DOES unfair trade practices.

4 169. As a direct and proximate result of the unfair business practices of RDO and/or DOES,
5 and each of them, Plaintiffs, together and on behalf of all employees similarly situated,
6 are entitled to equitable and injunctive relief, including full restitution and/or
7 disgorgement of all wages and premium pay which have been unlawfully withheld from
8 Plaintiffs and members of the proposed Class as a result of the business acts and practices
9 described herein and enjoining RDO and/or DOES from engaging in the practices
10 described herein.

11 170. The illegal conduct alleged herein is continuing, and there is no indication that RDO
12 and/or DOES will cease and desist from such activity in the future. Plaintiffs allege that
13 if RDO and/or DOES are not enjoined from the conduct set forth in this Complaint, they
14 will continue the unlawful activity discussed herein.

15 171. Plaintiffs further request that the Court issue a preliminary and permanent injunction
16 prohibiting RDO and/or DOES from continuing to not pay Plaintiffs and the members of
17 the proposed Class all earned but unpaid wages as discussed herein.

18 172. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
19 below.

20 **TENTH CAUSE OF ACTION AGAINST RDO AND/OR DOES: Violations of the Private**
21 **Attorneys General Act of 2004 (“PAGA”) (Lab. Code § 2698 et seq.)**

22 173. Plaintiffs and Class Members hereby incorporate by reference each and every other
23 paragraph in this Complaint herein as if fully plead.

24 174. Plaintiffs, by virtue of their employment with Defendant and/or DOES, and Defendant’s
25 and/or DOES’ failure to provide meal and rest periods; failure to pay all straight time and
26 overtime compensation; failure to pay all wages for all work performed at the statutory
27 minimum agreed upon rate; failure to reimburse for all required expenses; failure to adopt
28 a lawful sick pay/paid time off policy; failure to provide accurate, itemized wage

statements; and failure to pay all wages due at termination, is an aggrieved employee with standing to bring an action under the Private Attorney General Act (“PAGA”). Plaintiffs, as representatives of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in Labor Code Section 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of the following provisions: Sections 201 through 203, 205.5, 218, 218.5, 221, 222, 223, 224, 226, 226.7, 246, 510, 512, 518, 558, 1174, 1194, 1194.2, 1197, and 2802.

175. Plaintiffs are informed and believe that Defendant and/or DOES have violated and continue to violate provisions of the California Labor Code and applicable Wage Orders related to meal and rest periods; overtime and straight-time compensation; expense reimbursement; wages for all work performed; sick pay; wage statements; and all wages due at termination.

176. Plaintiffs, as representatives of the general public, will and do seek to recover any and all penalties for each and every violation shown to exist or to have occurred beginning one-year prior to providing notice to the Labor and Workforce Development Agency (LWDA) and continuing to the present, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with PAGA, with at least 75% of the penalties recovered being reimbursed to the State of California and the LWDA.

V. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment as follows:

- A. That the Court determine that this action may be maintained as a class action;
- B. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- C. For economic and/or special damages in an amount according to proof with interest thereon;
- D. For unpaid straight time and overtime wages, in an amount according to proof at trial,

- 1 with interest thereon;
- 2 E. For compensation for all time worked;
- 3 F. For compensation for not being provided paid meal periods;
- 4 G. For compensation for not being provided paid rest breaks;
- 5 H. For damages and/or monies owed for failure to comply with itemized employee wage
- 6 statement provisions;
- 7 I. For damages and/or monies owed for adopting an unlawful sick pay policy;
- 8 J. Recovery of civil penalties as prescribed by PAGA;
- 9 K. For reimbursement of business expenses incurred;
- 10 L. For all waiting time penalties owed;
- 11 M. That Defendant be found to have engaged in unfair competition in violation of sections
- 12 17200 et seq. of the *California Business and Professions Code*;
- 13 N. That Defendant be ordered and enjoined to make restitution to the Class due to their
- 14 unfair competition, including disgorgement of their wrongfully withheld wages
- 15 pursuant to *California Business and Professions Code* sections 17203 and 17204;
- 16 O. That an order of specific performance of all penalties owed be issued under *California*
- 17 *Business and Professions Code* sections 17202;
- 18 P. That Defendant be enjoined from continuing the illegal course of conduct, alleged
- 19 herein;
- 20 Q. That Defendant further be enjoined to cease and desist from unfair competition in
- 21 violation of section 17200 et seq. of the *California Business and Professions Code*;
- 22 R. That Defendant be enjoined from further acts of restraint of trade or unfair
- 23 competition;
- 24 S. For attorneys' fees;
- 25 T. For Liquidated Damages;
- 26 U. For interest accrued to date;
- 27 V. For costs of suit and expenses incurred herein; and
- 28 **W.** For any such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial.

Dated: December 17, 2024

MARA LAW FIRM, PC

/s/ David Mara

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiffs SIMON MUNOZ and
GIANCARLO BLANCO on behalf of themselves,
all others similarly situated, and on behalf of the
general public

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**PROOF OF SERVICE
1013A(3) CCP**

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 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is dmather@justicelawcorp.com

On December 4, 2025, I served the foregoing document described as

PLAINTIFFS' SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, DECLARATORY RELIEF, AND RESTITUTION

for the following case: **Munoz v. RDO Equipment Co.**
LWDA/Court Case No.: **LWDA Case No.: CM-937808-23**
Court Case No.: 1:23-CV-00979-DAD-AC
United States District Court, Eastern District of California

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

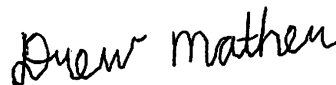
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on December 4, 2025, at Pasadena, California.



Drew Mather