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Attorneys for Plaintiff PATRIA SOSA
individually and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – INGLEWOOD COURTHOUSE

PATRIA SOSA, on behalf of herself and all
others similarly situated;

Plaintiff,

v.

THE SUNRIDER CORPORATION, a Utah
corporation; SUNRIDER
MANUFACTURING, L.P., a California
limited partnership; SUNLIFE HERBAL
COMPANY, INC., a California corporation
ELWOOD STAFFING SERVICES, INC.,
an Indiana corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 23TRCV01299

*[Assigned to Honorable Ronald F. Frank, Dept.
8]*

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
PENALTIES**

- 1. FAILURE TO PAY OVERTIME WAGES;**
- 2. FAILURE TO PAY MINIMUM WAGES;**
- 3. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7 AND 512;**
- 4. FAILURE TO KEEP ACCURATE AND PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODES § 226 AND THE I.W.C. WAGE ORDERS;**
- 5. FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE § 201, 202, AND 203;**
- 6. FAILURE TO TIMELY PAY EARNED WAGES IN VIOLATION OF LABOR CODES § 204 AND 210**
- 7. FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF LABOR CODE § 226.7 AND THE I.W.C. WAGE ORDERS**
- 8. FAILURE TO REIMBURSE BUSINESS EXPENSES IN**

**VIOLATION OF LABOR CODE §
2800 AND 2802;**

- 9. FAILURE TO PAY REPORTING
TIME PAY IN VIOLATION OF
I.W.C. WAGE ORDERS;**
- 10. FAILURE TO PAY SPLIT SHIFT
WAGES IN VIOLATION OF I.W.C.
WAGE ORDERS;**
- 11. FAILURE TO PROVIDE NOTICE
OF PAID SICK TIME AND
ACCRUAL IN VIOLATION OF
LABOR CODE §246;**
- 12. UNLAWFUL BUSINESS
PRACTICES IN VIOLATION OF
BUS. & PROF. CODE § 17200, *ET
SEQ.*;**
- 13. EMPLOYER AND INDIVIDUALS
ACTING ON BEHALF OF
EMPLOYER'S PERSONAL
LIABILITY FOR CAUSING LABOR
CODE VIOLATIONS (LABOR CODE
§558.1); and**
- 14. VIOLATION OF CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT ("PAGA") LABOR CODE § 2698,
et seq.**

Plaintiff PATRIA SOSA (hereinafter referred to as "REPRESENTATIVE PLAINTIFF"), individually, and on behalf of other members of the general public similarly situated alleges as follows:

INTRODUCTION

1. This is Class Action, pursuant to California Code of Civil Procedure §382 on behalf of Plaintiff and other non-exempt current and former employees employed by THE SUNRIDER CORPORATION, a Utah corporation, SUNRIDER MANUFACTURING, L.P., a California limited liability partnership, SUNLIFE HERBAL COMPANY, INC a California Corporation, ELWOOD STAFFING SERVICES, INC., an Indiana corporation, and DOES 1 through 50, inclusive (collectively "Defendants"). Defendants were joint employers of Plaintiff in that they were operating as joint enterprises and both suffered and permitted Plaintiff to work

1 for each of them; controlled Plaintiff's hours and working conditions; controlled Plaintiff's
2 wages; both made the decision to hire Plaintiff and had control of termination of a Plaintiff's
3 employment and therefore jointly employed Plaintiff. Defendants are collectively hereinafter
4 referred to as "Defendants".

5 2. This is a civil action seeking recovery for Defendants' violations of California
6 Labor Code ("Labor Code") including, but not limited to, §1194, et seq., §1197, §200 et seq.,
7 Labor Code §500 et seq., California Business and Professions Code ("B& PC") §17000 et seq.
8 and §17200 , et seq., the applicable Wage Order(s) issued by the California Industrial Welfare
9 Commission (hereinafter, the "IWC Wage Order(s)") and related common law principles.

10 3. Plaintiff's action seeks monetary damages, including, but not limited to, full
11 restitution from Defendants as a result of Defendants' unlawful, fraudulent and/or unfair
12 business practices. The acts complained of herein occurred, occur and will occur, at least in
13 part, within the time period from four (4) years preceding the filing of Plaintiff's complaint, up
14 to and through the time of trial for this matter.

15 **RELEVANT EMPLOYEES**

16 4. The relevant employees are Defendants' current and former employees, who
17 were or are employed in California who were or are paid on an hourly non-exempt basis for
18 the time period of February 17, 2019 through the date of judgment.

19 5. The obligations and responsibilities of Defendants' current and former non-
20 exempt, hourly paid employees employed in California by Defendants are virtually identical
21 from location to location and employee to employee.

22 6. Any differences in job activities between the different individuals in these
23 positions were and are legally insignificant to the issues presented by this action.

24 **SUMMARY OF CLAIMS**

25 7. With regard to Defendants' California based non-exempt, hourly paid current and
26 former employees that worked for Defendants from February 17, 2019 through the present,
27 Defendants have established a time keeping policy which does not compensate said employees
28 for the time they actually worked. As a result, Defendants have failed to pay for all wages due

including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked. Further, Defendants have failed to provide timely uninterrupted 30-minute meal periods or to pay a premium payment in lieu thereof; failed to provide paid rest periods or to pay a premium payment in lieu thereof; failed to timely furnish accurate itemized wage statements; failed to reimburse for business expenses; violated Labor Code §203; failed to timely pay earned wages; failed to pay reporting time pay; failed to pay split shift wages; failed to provide notice of paid sick time and accrual; conducted unfair business practices; and individually caused labor code violations.

PARTIES

8. REPRESENTATIVE PLAINTIFF is an individual who resides in California and was employed by THE SUNRIDER CORPORATION, SUNRIDER MANUFACTURING, L.P., SUNLIFE HERBAL COMPANY, INC., and ELWOOD STAFFING SERVICES, INC., from on or about January 24, 2020 until on or about February 22, 2022.

9. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, THE SUNRIDER CORPORATION, a Utah corporation, is licensed to do business and actually doing business in the State of California.

10. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, SUNRIDER MANUFACTURING, L.P., a California limited partnership, is licensed to do business and actually doing business in the State of California.

11. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, SUNLIFE HERBAL COMPANY, INC., a California corporation, is licensed to do business and actually doing business in the State of California.

12. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, ELWOOD STAFFING SERVICES, INC., an Indiana corporation, is licensed to do business and actually doing business

1 in the State of California.

2 13. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
3 information and belief, alleges that DEFENDANTS manufacture health, beauty, food, and
4 household products. Thus, DEFENDANTS are subject to the applicable California laws as
5 alleged throughout this Complaint.

6 14. At all relevant times, Defendants were employers whose employees are engaged
7 throughout the State of California and were the employer of Plaintiff within the meaning of all
8 applicable California state laws and statutes.

9 15. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
10 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 50,
11 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
12 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
13 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF
14 is informed and believes, and based thereon alleges, that said fictitiously-named
15 DEFENDANTS are responsible in some manner for the injuries and damages to
16 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES as further
17 alleged herein.

18 16. Representative Plaintiff is informed, believes, and thereupon alleges, that at all
19 times herein mentioned, Defendants ratified each and every act or omission complained of
20 herein.

21 17. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were in some manner legally responsible for the events, happenings, and
23 circumstances alleged in this Complaint.

24 18. Defendants, and each of them, are now and/or at all times mentioned in this
25 Complaint were, the agents, servants, and/or employees of some or all other Defendants, and
26 vice versa, and in doing the things alleged in this Complaint, and that said acts and failures to
27 act were within the course and scope of said agency, employment and/or direction and control
28 of Defendants, and each of them.

19. Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

20. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

21. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and/or damages alleged in this Complaint. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned, and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

22. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages alleged in this Complaint.

23. Plaintiff seeks penalties unpaid wages, penalties and other compensation from Defendants for the relevant time period because Defendants have:

- i. failed to pay all wages due including overtime wages for all hours worked;
- ii. failed to pay the required minimum wage for all hours worked;
- iii. failed to provide meal periods;
- iv. failed to provide paid rest periods;
- v. failed to provide accurate wage statement(s);
- vi. failed to provide itemized wage statement(s);
- vii. failed to timely pay earned wages;
- viii. violated Labor Code §§ 201, 202, 203;
- ix. failed to reimburse for business expenses;
- x. failed to pay reporting time pay;
- xi. failed to provide notice of paid sick time and accrual;

- xii. failure to provide employment records,
- xiii. failure to pay double time,
- xiv. failure to keep accurate payroll records,
- xv. failure to pay split shift wages,
- xvi. failure to pay all wages earned upon discharge/resignation (presumably covered in h)
- xvii. failure to pay overtime (including off the clock work, failing to pay for travel time, not paying at regular rate, failing to pay for training time, rounding, manipulating and/or editing time entries, pre-and post-shift work (including COVID screenings, questionnaires, and/or temperature checks),
- xviii. failing to pay split shift premiums, failing to pay reporting time pay),
- xix. failure to pay rest period premiums at regular rate,
- xx. failing to provide meal premiums at regular rate,
- xxi. failure to keep accurate time records, wage statements and personnel records,
- xxii. failure to provide COVID supplemental sick leave and/or failure to permit use upon request,
- xxiii. preventing employees from disclosing violations of law or disclosing unsafe or discriminatory working conditions or wage and hour violations,
- xxiv. failure to comply with Labor Code section 2810.5 by failing to provide rates of pay and overtime rates applicable to employment,
- xxv. allowances claimed as part of minimum wage,
- xxvi. failing to provide regular payday designated,
- xxvii. failure to provide name of employer including a DBA, workers' compensation insurance information, information regarding paid sick leave and other information required by Labor Code 2810.5,
- xxviii. failure to pay accrued vacation,
- xxix. failure to timely pay wages,
- xxx. failure to pay wages "without condition and within time set" conceded to be due,

- 1 xxxi. failure to provide suitable seating and/or providing inadequate seats, preventing
2 employees from using or disclosing skills, knowledge and experience obtained
3 for purpose of competing with employers, including preventing employees from
4 disclosing their wages in negotiating new jobs with prospective employers,
5 preventing employees from engaging in lawful conduct during non-working
6 hours, including free speech and economic liberty.
7 xxxii. Conducted unfair business practices; and
8 xxxiii. Individually caused labor code violations.

9 **VENUE AND JURISDICTION**

10 24. Venue is proper under California Code of Civil Procedure section 395 and under
11 California Government Code section 12965(b), in that Plaintiff's injuries were incurred within
12 the County of Los Angeles, the actions giving rise to Representative Plaintiff's complaint arose
13 within the County of Los Angeles, and Defendants are located in the County of Los Angeles
14 and/or do business in the County of Los Angeles.

15 25. Further, this class action is brought pursuant to the California Code of Civil
16 Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed the
17 minimal jurisdiction limits of the Superior Court and will be established according to proof at
18 trial.

19 26. This Court has jurisdiction over this action pursuant to the California Constitution,
20 Article VI, Section 10, which grants the Superior Court "original jurisdiction in all other causes"
21 except those given by statute to other courts. The statutes under which this action is brought do
22 not specify any other basis for jurisdiction.

23 27. This Court has jurisdiction over Defendants because, upon information and belief,
24 Defendants are citizens of California, have sufficient minimum contacts in California, or
25 otherwise intentionally availed themselves of the California market so as to render the exercise
26 of jurisdiction over them by the California courts consistent with traditional notions of fair play
27 and substantial justice.
28

28. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles. The majority of the acts and omissions alleged herein relating to the other class members took place in the State of California, including the County of Los Angeles, which has the highest concentration of Defendants' offices, and therefore percipient witnesses, in the State of California.

29. The California Superior Court also has jurisdiction in this matter because the individual claims of the members of the Classes herein are under the seventy-five thousand (\$75,000) jurisdictional threshold for Federal Court and the aggregate claim is under the five million dollar (\$5,000,000) threshold of the Class Action Fairness Act of 2005 ("CAFA"). Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order(s), CCP, and Business & Profession Code.

GENERAL ALLEGATIONS

30. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.

31. Plaintiff brings this suit as a class action pursuant to CCP § 382, on behalf of individuals who are entitled to the monies unlawfully withheld by Defendants. This is a Class Action Complaint, on behalf of Plaintiffs and all other persons similarly situated who worked for Defendants in California between February 17, 2019 through judgment, as non-exempt, hourly employees for: Labor Code sections 96, 98.6, 200-204, 206, 206.5, 210, 218.6, 226, 226(a), 226.7, 227.3, 232, 232.5, 246, 432, 510, 512 (a), 558, 558.1, 1102.5, 1174, 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, 2698 et seq., and related IWC wage orders, CCR 8 § 11050(5)(A), CCR 11050(4)(C), Code Civil Procedure sections 1021.5 and 1032; Civil Code section 3287.5, and unfair competition (Business & Professions Code § 17200 et seq.) for: all claims for failure to provide employment records,

failure to pay overtime and/or double time, failure to provide rest periods, failure to provide meal periods, failure to pay minimum wages, failure to keep accurate payroll records, failure to provide itemized wage statements, failure to pay reporting time wages, failure to pay split shift wages, failure to pay all wages earned on time, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary business expenses, failure to provide notice of paid sick time and accrual, failure to pay overtime (including off the clock work, failing to pay for travel time, not paying at regular rate, failing to pay for training time, rounding, manipulating and/or time entries, pre-and post-shift work (including COVID screenings, questionnaires, and/or temperature checks), failing to pay split shift premiums, failing to pay reporting time pay), failure to pay rest period premiums at regular rate, failing to provide meal premiums at regular rate, failure to keep accurate time records, wage statements and personnel records, failure to provide COVID supplemental sick leave and/or failure to permit use upon request, preventing employees from disclosing violations of law or disclosing unsafe or discriminatory working conditions or wage and hour violations, failure to comply with Labor Code section 2810.5 by failing to provide rates of pay and overtime rates applicable to employment, allowances claimed as part of minimum wage, failing to provide regular payday designated, failure to provide name of employer including a DBA, workers' compensation insurance information, information regarding paid sick leave and other information required by Labor Code 2810.5, failure to pay accrued vacation, failure to timely pay wages, failure to pay wages "without condition and within time set" conceded to be due, failure to provide suitable seating and/or providing inadequate seats, preventing employees from using or disclosing skills, knowledge and experience obtained for purpose of competing with employers, including preventing employees from disclosing their wages in negotiating new jobs with prospective employers, preventing employees from engaging in lawful conduct during non-working hours, including free speech and economic liberty.

32. For at least four (4) years prior to the filing of this complaint and through to the present, Defendants have had a consistent policy of failing to pay for all straight and overtime hours worked by the Defendants' non-exempt, hourly California employees in violation of

California law. Defendants have also automatically deducted 30 minutes of work time each day from Representative Plaintiff and the putative class members pay each day. Additionally, Defendants utilized a pay system which improperly rounded time to the detriment of the Representative Plaintiff and the putative class members. Defendants rounded the actual time worked and recorded by Representative Plaintiff and the putative class members usually down, so that during the course of their employment, Representative Plaintiff and the putative class members were paid far less than they would have been paid had they been paid for their actual work time rather than rounded time.

33. For at least four (4) years prior to the filing of this complaint and through to the present, Defendants have had a consistent policy of failing to provide to its non-exempt, hourly employees with itemized wage statements that included the correct total hours worked by the employee, the correct net wages earned, the complete name and address of the correct legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

34. Representative Plaintiff, on behalf of himself and all class members, brings this action pursuant to California Labor Code sections Labor Code sections 96, 98.6, 200-204, 206, 206.5, 210, 218.6, 226, 226(a), 226.7, 227.3, 232, 232.5, 246, 432, 510, 512 (a), 558, 558.1, 1102.5, 1174, 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, 2698 et seq., and related IWC wage orders, CCR 8 § 11050(5)(A), CCR 11050(4)(C), Code Civil Procedure sections 1021.5 and 1032; Civil Code section 3287.5, and unfair competition (Business & Professions Code § 17200 et seq.) for: all claims for failure to provide employment records, failure to pay overtime and/or double time, failure to provide rest periods, failure to provide meal periods, failure to pay minimum wages, failure to keep accurate payroll records, failure to provide itemized wage statements, failure to pay reporting time wages, failure to pay split shift wages, failure to pay all wages earned on time, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary business expenses, failure to provide notice of paid sick time and accrual, failure to pay overtime (including off the clock work, failing to pay for travel time, not paying at regular rate, failing to pay for training time,

rounding, manipulating and/or editing time entries, pre-and post-shift work (including COVID screenings, questionnaires, and/or temperature checks), failing to pay split shift premiums, failing to pay reporting time pay), failure to pay rest period premiums at regular rate, failing to provide meal premiums at regular rate, failure to keep accurate time records, wage statements and personnel records, failure to provide COVID supplemental sick leave and/or failure to permit use upon request, preventing employees from disclosing violations of law or disclosing unsafe or discriminatory working conditions or wage and hour violations, failure to comply with Labor Code section 2810.5 by failing to provide rates of pay and overtime rates applicable to employment, allowances claimed as part of minimum wage, failing to provide regular payday designated, failure to provide name of employer including a DBA, workers' compensation insurance information, information regarding paid sick leave and other information required by Labor Code 2810.5, failure to pay accrued vacation, failure to timely pay wages, failure to pay wages "without condition and within time set" conceded to be due, failure to provide suitable seating and/or providing inadequate seats, preventing employees from using or disclosing skills, knowledge and experience obtained for purpose of competing with employers, including preventing employees from disclosing their wages in negotiating new jobs with prospective employers, preventing employees from engaging in lawful conduct during non-working hours, including free speech and economic liberty, seeking unpaid straight and overtime wages, compensation for unprovided and/or legally inadequate meal and rest periods, reporting time pay, penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 218.6 and 1194 and any and all other applicable law.

35. Representative Plaintiff, on behalf of himself and all class members, pursuant to Business and Professions Code sections 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to correctly pay straight and overtime wages for all hours worked, unprovided meal periods, and any and all other injuries suffered as a result of the Defendants' failure to timely pay all wages due.

STATEMENT OF FACTS

36. Defendants employed Plaintiff and other persons as hourly-paid, non-exempt employees within the State of California.

37. Defendants directly hired and paid wages and benefits to Plaintiff and the putative class members.

38. Defendants continue to employ hourly-paid, non-exempt employees at their locations within the State of California.

39. Defendants continue to employ hourly-paid, non-exempt employees at their locations within the State of California.

40. Defendants did not pay Representative Plaintiff, the putative class members, and other aggrieved employees for all hours worked, including time that was automatically deducted from their pay for legally inadequate meal periods.

41. The number of hours that the employees actually spent working for Defendants that is listed on the wage statements is also incorrect because of Defendants failure to record and compensate its employees for all the time that they are under the employer's control pursuant to the company's illegal rounding policy, and because Defendants auto-deducted 30 minutes each day from their employees' pay for meal periods that were not provided. Thus, the total earnings and the number of hours listed on the employee's pay stubs are incorrect as they do not include the hours worked in the pay that the employees should have received.

42. The California Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) held that missed-break premium pay is indeed wages subject to the Labor Code's timely payment and reporting requirements, and it can support section 203 waiting time penalties and section 226 wage statement penalties.

43. Defendants did not provide Plaintiff and the putative class members with an itemized wage statement that listed the correct number of hours worked or the correct and full name and address of the legal entity that is the employer. Plaintiff's and the putative class members' wage statements also did not list the correct number of hours worked by them due to the auto-deductions and uncompensated time that employees spent working during their meal periods and unpaid time due to the company's rounding practices and policies. Plaintiff's and

1 the putative class members' wage statements also failed to list all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate
3 by these employees because of the Defendants failure to pay overtime. Plaintiff's and the
4 putative class members' wage statements also failed to pay and list split shift wages and paid
5 sick time accrual.

6 44. Defendants had the authority to hire and terminate Plaintiff and the putative class
7 members, to set work rules and conditions governing Plaintiff's and the other class members'
8 employment, and to supervise their daily employment activities.

9 45. Defendants failed to compensate Plaintiff and the putative class members for all
10 hours worked, missed, short, late, and/or interrupted meal periods and/or rest breaks.

11 46. Plaintiff and the putative class members worked over eight (8) hours in a day,
12 and/or forty (40) hours in a week during their employment with Defendants.

13 47. Plaintiff is informed and believes, and based thereon alleges, that at all material
14 times set forth herein, Defendants were advised by skilled lawyers and other professionals,
15 employees, and advisors knowledgeable about California and federal labor and wage law and
16 employment and personnel practices, and about the requirements of California and federal law.

17 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the putative class members were entitled to receive
19 certain wages for overtime compensation and that they were not receiving wages for overtime
20 compensation.

21 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed to provide to Plaintiff and the putative class members the required rest and meal periods
23 during the relevant time period as required under the Industrial Welfare Commission Wage
24 Orders and thus they are entitled to any and all applicable penalties.

25 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known the Plaintiff and the putative class members were entitled to receive
27 all meal periods or payments of one additional hour of pay at Plaintiff's and the putative class
28 members' regular rate of pay when a meal period was missed, and they did not receive all meal

1 periods of payment of one additional hour of pay at Plaintiff's and the other class members'
2 regular rate of pay when a meal period was missed.

3 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
6 members' regular rate of pay when a rest period was missed, and they did not receive all rest
7 periods or payment of one additional hour of pay at Plaintiff and the other class members'
8 regular rate of pay when a rest period was missed.

9 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the putative class members were entitled to receive
11 all wages owed to them upon discharge or resignation, including overtime, minimum wages,
12 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
13 them at the time of their discharge or resignation.

14 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the putative class members were entitled to receive
16 all wages owed to them during their employment. Plaintiff and the putative class members did
17 not receive payment of all wages, including overtime and minimum wages and meal and rest
18 period premiums, within any time permissible under the California Labor Code.

19 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 knew or should have known that Plaintiff and the putative class members were entitled to receive
21 complete and accurate wage statements in accordance with California law, however they did not
22 receive complete and accurate wage statements from Defendants. The deficiencies included,
23 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the putative
24 class members.

25 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Defendants had to keep complete and accurate payroll records
27 for Plaintiff and the putative class members in accordance with California law, but, in fact, did
28 not keep complete and accurate payroll records.

62. **Rounding Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that were subject to Defendants rounding policies and practices. (hereinafter, the "Rounding Class");

63. **Minimum Wage Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) to whom Defendants failed to pay minimum wages (hereinafter, the "Minimum Wage Class");

64. **Meal Period Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that were not provided a legally adequate meal period for each day in which such employees worked five (5) hours or more and were not provided compensation by Defendants of one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided (hereinafter, the "Meal Period Class");

65. **Rest Period Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that were not provided a legally adequate rest period for each day in which such employees was not provided a 10-minute rest break for every four (4) hours of work, or every major fraction thereof as employees were not provided compensation by Defendants of one (1) hour of pay at their regular rate of compensation for each workday that rest breaks were not provided (hereinafter, the "Rest Period Class");

66. **Auto-Deduct Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra), worked time that was automatically deducted from their pay (hereinafter, the "Auto Deduct Class");

67. **Timely Payment Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive all wages owed to them on time in compliance with Labor Code Section 204.

68. **Waiting Time Penalties Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive all wages owed to them at the time of termination or resignation (hereinafter, the "LC203 Class");

69. **Failure to Keep Accurate Pay Records Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who were not provided with accurate and complete time keeping records that recorded all work periods, the total numbers of hours worked, and correct wages owed (hereinafter, the "Pay Records Class");

70. **Itemized Wage Statement Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive an itemized wage statement that listed the correct straight and/or overtime number of hours that the employee worked in the pay period, the correct corresponding rates of pay, the correct gross and net wages earned, and/or correct name and address of the legal entity that is their employer (hereinafter, the Itemized Wage Statement Class");

71. **Failure to Reimburse Business Related Expenses Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive all wages owed for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 (hereinafter, the Business Expense Class");

72. **Failure to Pay Reporting Time Pay Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not properly receive reporting time pay in accordance with the I.W.C. Wage Orders;

73. **Failure to Pay Split Shift Wages Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive split shift wages in violation of the IWC Wage

Orders;

74. **Failure to Provide Notice of Paid Sick Time and Accrual Class.** All of Defendants' California-based, non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive notice of paid sick time and accrual in violation of Labor Code §246;

75. Representative Plaintiff reserves the right under Rule 1855(b) of the California Rules of Court to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

76. This action has been brought and may properly be maintained as a class action under the provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

A. Numerosity

77. The potential members of the Classes as defined are so numerous that joinder of all the members of the Classes is impracticable. While the precise number of class members for each Class has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the relevant time periods employed, at least 50 employees in the State of California, in non-exempt positions throughout California, who are or have been affected by Defendants' policy of: (1) failing to pay overtime and for all time worked; (2) failing to provide employees with legally adequate meal and rest periods; (3) failing to pay all wages at termination; (4) failure to reimburse business expenses; (5) failure to pay minimum wages; (6) failure to provide and keep accurate wage statements and records; (7) failure to pay waiting time penalties; (8) failure to timely pay earned wages; (9) failure to pay reporting time pay; (10) failure to pay split shift wages; (11) failure to provide notice of paid sick time and accrual and all other claims alleged herein.

78. Upon information and belief, Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all members of the Classes.

B. Commonality

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

(a) Whether Defendants properly paid employees for all straight and overtime hours worked in accordance with Labor Code sections 510, 11832.12, 1194, 1197, 1197.1, and the IWC Wage Orders;

(b) Whether Defendants violated Labor Code Sections 512, 226.7, and the IWC Wage Orders by failing to properly provide meal periods of at least 30 off-duty minutes within the first 5 hours of their shift for employees working more than 5 hours in a day, and a second meal period to employees that worked over 10 hours in a day; and if so, whether Defendants failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(c) Whether Defendants violated Labor Code Sections 512, 226.7, and the IWC Wage Orders by failing to authorize or permit rest periods of at least 10 off-duty minutes for every four (4) hours of their employees shifts or every major fraction thereof; and if so, whether Defendants failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(d) Whether Defendants violated Labor Code Sections 201-204 by failing to pay straight and/or overtime wages, and compensation for denied and/or unprovided meal periods due and owing at the time that any class member's employment with Defendants terminated;

(e) Whether Defendants' time rounding policy and practices ensured that Defendants paid the legal straight time pay, minimum wage pay and/or overtime pay for all hours worked by Plaintiff and the putative class members;

(f) Whether Defendants violated Labor Code section 226 for their failure to furnish their employees with an accurate, legally adequate, itemized wage statement;

(g) Whether Defendants violated Labor Code sections 2800 and 2802 for their failure to reimburse their employees for all necessary business related expenses;

(h) Whether Defendants violated Labor Code sections 226, 1174(d), and the IWC

Wage Orders by failing to keep accurate time records;

(i) Whether Defendants violated Labor Code sections 204 and 210 for failing to timely pay earned wages;

(j) Whether Defendants violated the IWC Wage Orders by failing to pay reporting time pay;

(k) Whether Defendants violated the IWC Wage Orders by failing to pay split shift wages; and

(l) Whether Defendants violated Labor Code section 246 for failing to provide notice of paid sick time and accrual.

(m) Whether Defendants violated Labor Code section 558.1 for causing aforementioned labor code violations.

C. Typicality

80. The claims of the Plaintiff are typical of the claims of the Classes. Plaintiff and all members of the Classes sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged therein.

D. Adequacy of Representation

81. The Plaintiff is an adequate representative of the Classes Plaintiff seeks to represent; will fairly protect the interests of the members of the Classes; has no interests antagonistic to the members of the Classes; will fairly and adequately represent and protect the interests of the members of the Classes; and will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type. Counsel who represents the Representative Plaintiff are competent and experienced.

E. Superiority of Class Action

82. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. Each member of each Class has been damaged and is entitled

1 to recovery by reason of Defendants' illegal policy and/ or practice of failing to legally
2 compensate class members as alleged above.

3 83. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Representative Plaintiff is unaware of any difficulties that are likely to be encountered in the
6 management of this action that would preclude its maintenance as a class action.

7 **PAGA ALLEGATIONS**

8 84. At all relevant times set forth herein, PAGA was applicable to Plaintiff's
9 employment by Defendant.

10 85. At all times set forth herein, PAGA provides for a civil penalty, including unpaid
11 wages and premium wages, to be assessed and collected by the Labor and Workforce
12 Development Agency ("LWDA") for violations of the California Labor Code, which may be
13 alternatively recovered through a civil action brought by an aggrieved employee on behalf of
14 himself and other current or former employees pursuant to procedures set forth under California
15 Labor Code section 2699.3.

16 86. Representative Plaintiff was employed by Defendants and the alleged violations
17 were committed against him during his time of employment and he is, therefore, an aggrieved
18 employee, as defined by California Labor Code section 2699(c). Specifically, he is a former
19 employee of Defendants, and one or more of the alleged violations were committed against him.

20 Pursuant to Labor Code sections 2699.3 and 2699.5, on February 17, 2023, Representative
21 Plaintiff, served, via Certified Mail, the LWDA and his former employers, a written notice of
22 the specific provisions of the California Labor Code that Defendants violated, including facts
23 and theories supporting the alleged violations. The LWDA neither provided notice to the
24 employer and Representative Plaintiff of its intention to investigate Defendants' alleged
25 violations, nor did the LWDA provide such a notice within the requisite sixty-five (65)
26 calendar days of the postmark date of Representative Plaintiff's Notice. The administrative
27 prerequisites under California Labor Code section 2699.3(a) to recover civil penalties,
28 including unpaid wages and premium wages per California Labor Code section 558 against

Defendants, in addition to other remedies, for violations of California Labor Code sections 96, 98.6, 200-204, 206, 206.5, 210, 218.6, 226, 226(a), 226.7, 227.3, 232, 232.5, 246, 432, 510, 512 (a), 558, 558.1, 1102.5, 1174, 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, 2698 et seq., and related IWC wage orders, CCR 8 § 11050(5)(A), CCR 11050(4)(C), Code Civil Procedure sections 1021.5 and 1032; and Civil Code section 3287.5 for: all claims for failure to provide employment records, failure to pay overtime and/or double time, failure to provide rest periods, failure to provide meal periods, failure to pay minimum wages, failure to keep accurate payroll records, failure to provide itemized wage statements, failure to pay reporting time wages, failure to pay split shift wages, failure to pay all wages earned on time, failure to pay all wages earned upon discharge or resignation, failure to reimburse necessary business expenses, failure to provide notice of paid sick time and accrual, failure to pay overtime (including off the clock work, failing to pay for travel time, not paying at regular rate, failing to pay for training time, rounding, manipulating and/or editing time entries, pre-and post-shift work (including COVID screenings, questionnaires, and/or temperature checks), failing to pay split shift premiums, failing to pay reporting time pay), failure to pay rest period premiums at regular rate, failing to provide meal premiums at regular rate, failure to keep accurate time records, wage statements and personnel records, failure to provide COVID supplemental sick leave and/or failure to permit use upon request, preventing employees from disclosing violations of law or disclosing unsafe or discriminatory working conditions or wage and hour violations, failure to comply with Labor Code section 2810.5 by failing to provide rates of pay and overtime rates applicable to employment, allowances claimed as part of minimum wage, failing to provide regular payday designated, failure to provide name of employer including a DBA, workers' compensation insurance information, information regarding paid sick leave and other information required by Labor Code 2810.5, failure to pay accrued vacation, failure to timely pay wages, failure to pay wages "without condition and within time set" conceded to be due, failure to provide suitable seating and/or providing inadequate seats, preventing employees from using or disclosing skills, knowledge and experience obtained for purpose of competing with employers, including

1 preventing employees from disclosing their wages in negotiating new jobs with prospective
2 employers, preventing employees from engaging in lawful conduct during non-working hours,
3 including free speech and economic liberty have been satisfied. As such, Plaintiff may
4 commence a civil action pursuant to California Labor Code section 2699 to recover civil
5 penalties.

6 **FIRST CAUSE OF ACTION**

7 **FAILURE TO PAY OVERTIME/DOUBLE TIME WAGES**

8 **(By Plaintiff Against Defendants)**

9 On behalf of the putative class, Plaintiff incorporates by reference and realleges each and
10 every one of the allegations contained in the preceding and foregoing paragraphs of this
11 Complaint as if fully set forth herein.

12 87. During the relevant time period, Defendants have had a consistent policy of failing
13 to pay straight and overtime wages in violation of California state wage and hour laws by not
14 paying overtime to Plaintiff and the putative class members when they work over eight (8) hours
15 in a day and/or 40 hours in a workweek, as well as for the first eight (8) hours of work on the
16 seventh consecutive day of work within a workweek. Defendants also have their employees
17 work without payment, including, but not limited to, 30 minutes of work time that Defendants
18 automatically deducted each day for meal periods that were never provided and which are not
19 legally adequate. Additionally, employees were not paid for all of the time that they spent
20 working under their employer's control due to Defendants improper rounding practices and
21 policy

22 88. Defendants intentionally and willfully failed to pay double time wages owed to its
23 hourly employees, including failing to properly calculate the double time rate during the time
24 period(s) in which Plaintiff and Hourly Employee Class Members in excess of twelve (12) hours
25 in a day, and/or over eight (8) hours on their seventh day of work. "Regular rate" includes all
26 non-discretionary bonuses and incentives.

27 89. Defendants' failure to pay Plaintiff and Hourly Employee Class Members the
28 unpaid balance of overtime and double time compensation, as required by California laws,

violates the provisions of the California Labor Code sections 510 and IWC Order No. 7-2001, and is therefore unlawful.

90. Due to Defendants' unlawful conduct, as set forth herein, Plaintiff and Hourly Employee Class Members sustained damages, including loss of earnings for hours of double time worked. Plaintiff and Hourly Employee Class Members are entitled to damages, including double time wages, prejudgment interest, and costs and attorneys' fees, pursuant to statute and other applicable law

91. Plaintiff and the putative class members have been deprived of their full straight and/or overtime wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 218.5, 510, 558, 1194, 1197, 1198 and 1199.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(By Plaintiff Against Defendants)

92. On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

93. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

94. Pursuant to the California Department of Industrial Relations: Effective January 1, 2020: every employer who has twenty-five (25) or fewer employees shall pay to each employee wages not less than twelve dollars (\$12.00) per hour for all hours worked, and every employer who has twenty-five (25) or more employees shall pay to each employee wages not less than thirteen dollars (\$13.00) per hour for all hours worked.

95. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, failed to pay Plaintiff and the putative class members for all hours worked, which resulted in the members of the Minimum Wage Class earning less than the legal minimum wage in the State of California.

96. Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Minimum Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight-time compensation paid and the applicable minimum wage, including interest thereon.

97. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code §1194, an employee shall be entitled to recover liquidated damages) the members of the Minimum Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

98. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Minimum Wage Class seek recover of pre-judgment interest on all amounts recovered herein.

99. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

IN VIOLATION OF LABOR CODE §§ 226.7, 512, AND IWC WAGE ORDERS

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this

Complaint as if fully set forth herein.

100. Defendants do not have a written meal period policy and/or do not provide its employees with meal periods consistent with the requirements of Labor Code section 512. By employing these individuals for work periods of more than five (5) hours and ten (10) hours per day without providing legally adequate meal periods (such as short, on-duty, late, interrupted,

or missed meal periods), and failing to provide compensation for unprovided and/or legally inadequate meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 512 and 226.7. As a result of the unlawful acts of Defendants, Plaintiff and the putative class members have been deprived of premium wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226.7 and 512, as well as the I.W.C. Wage Orders.

FOURTH CAUSE OF ACTION

**FAILURE TO KEEP ACCURATE AND PROVIDE ITEMIZED WAGE
STATEMENTS IN VIOLATION OF LABOR CODE § 226, AND THE IWC WAGE
ORDERS**

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

101. Section 226(a) of the California Labor Code requires Defendants to provide itemized wage statements at the time of payment of wages which include, but are not limited to, the following: gross wages earned; the correct total hours worked by the employee; the correct net wages earned; the inclusive dates of the period for which the employee is paid; the name and address of the correct legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

102. Plaintiff contends that he and the putative class members have been injured by Defendants' failure to provide all of the requisite information on its itemized wage statements in that such failure, *inter alia*: (1) masks possible and actual underpayments to Defendants' employees; (2) make it difficult for Defendants' employees to verify that they have in fact been paid the proper amounts owing for all hours worked; and (3) makes it difficult for Representative Plaintiff to identify her true employer for purposes of this litigation. Said conduct was done

1 knowingly and intentionally, since Defendants are aware of California law, and with the design
2 to harm Representative Plaintiffs and the putative class members.

3 103. At all times relevant during the liability period, Plaintiff and the putative class
4 members were employees of Defendants covered by Labor Code section 226 and the Wage
5 Orders.

6 104. Pursuant to Labor Code section 226, Defendants were required to furnish each of
7 their employees with an accurate itemized statement reflecting, *inter alia*, total number of hours
8 worked and wages earned. Defendants were also required to keep an accurate record of the
9 beginning and end of all work periods for its employees, including off-duty meal periods.

10 105. Representative Plaintiff is informed, believes, and based thereon alleges, that at
11 all times relevant during the liability period, Defendants maintained a policy and/or practice of
12 utilizing an “auto-deduct” system whereby thirty (30) minutes were automatically deducted
13 from the hours worked by Representative Plaintiff and the putative class members on a daily
14 basis, whether or not a 30 minute off-duty meal period was actually provided or taken.
15 Defendants also did not record and pay the time that its employees spent under its control, as
16 the company utilized improper rounding policies and practices which resulted in the under
17 payment of wages to Representative Plaintiff and the putative class members.

18 106. Defendants failed to pay Plaintiff and Hourly Employee Class Members an
19 additional hour of pay at their regular rate of compensation for each date on which it failed to
20 provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum*
21 *Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break
22 premium pay are wages subject to the Labor Code’s timely payment and reporting requirements,
23 thus Defendants failure to pay Plaintiff and Hourly Employee Class Members constitutes a
24 violation of California Labor Code Section 226.

25 107. As a result of Defendants’ unlawful conduct, Representative Plaintiff and the
26 putative class members have suffered damages in an amount subject to proof at trial. The precise
27 amount of unpaid wages is not presently known to Representative Plaintiff, but can be
28 determined directly from Defendants’ records or indirectly based on information from

Defendants' records.

108. Pursuant to Labor Code sections 218.5 and 218.6, Representative Plaintiff and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

**FAILURE TO PAY WAITING TIME PENALTIES
IN VIOLATION OF LABOR CODE § 201, 202, AND 203**

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

109. California Labor Code section 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge. California Labor Code section 202 requires an employer of an employee who quits to pay all compensation due and owing to that employee not later than 72 hours thereafter, unless the employee gave 72 hours previous notice of the intention to quit, in which case the employee is entitled to wages at the time of quitting.

110. California Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 work days.

111. Defendants willfully failed and refused to timely pay all straight time wages, overtime, and meal break compensation to Representative Plaintiff and the putative class members whose employment terminated. As a result, Defendants are liable to Representative Plaintiff and the putative class members for waiting time penalties, together with interest thereon and attorneys' fees and costs, under Labor Code section 203.

112. Defendants failed to pay Plaintiff and Hourly Employee Class Members an additional hour of pay at their regular rate of compensation for each date on which it failed to

provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus Defendants failure to pay Plaintiff and Hourly Employee Class Members constitutes a violation of California Labor Code Section 201-203.

113. As a result of Defendants' unlawful conduct, Representative Plaintiff and putative class members have suffered damages in an amount, subject to proof at trial, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages is not presently known to Representative Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

114. Pursuant to Labor Code sections 218.5 and 218.6, Representative Plaintiff and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION
FAILURE TO TIMELY PAY EARNED WAGES IN
VIOLATION OF LABOR CODES § 204 AND 210
(By Plaintiff Against Defendants)

Plaintiff re-alleges each paragraph of this Complaint as though fully set forth herein. California Labor Code § 204 requires biweekly payment of wages for all employees except salaried executive, administrative and professional employees covered by the Fair Labor Standards Act, whom it requires employers to pay at least once per month. Defendants failed to pay Plaintiff and Hourly Employee Class Members an additional hour of pay at their regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (Cal., May 23, 2022, No. S258966) 2022 WL 1613499) missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus Defendants failure to pay Plaintiff and Hourly Employee Class Members constitutes a violation of California Labor Code Section 204.

California Labor Code § 210 makes any person subject to civil penalties by failing to pay employees as required by California Labor Code § 204.

Plaintiff and Hourly Employee Class Members are entitled to recover \$100 for Defendants' initial violation, and \$200 for each subsequent violation, plus twenty percent of the amount of wages unlawfully withheld.

SEVENTH CAUSE OF ACTION

**FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF
LABOR CODE § 226.7 & IWC WAGE ORDERS**

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

At all times herein set forth, the California IWC Order and California Labor Code section 226.7 was applicable to Plaintiff and the putative class members employed by Defendants. At all times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

During the relevant time period, Defendants required Plaintiff and the putative class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked, or major fraction thereof.

During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

During the relevant time period, Defendants failed to pay Plaintiff and the putative class members the full rest period premium due pursuant to California Labor Code section 226.7. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b),

Plaintiff and the putative class members are entitled to recover from Defendants one (1) additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

EIGHTH CAUSE OF ACTION
(FAILURE TO REIMBURSE BUSINESS EXPENSES
IN VIOLATION OF LABOR CODE §§ 2800 and 2802)

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

115. Plaintiff and the putative class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, personal cell-phone usage, travel expenses, and parking expenses.

116. Defendants have intentionally and willfully failed to reimburse Plaintiff and the putative class members for all necessary business-related expenses and costs. Plaintiff and the putative class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION
(FAILURE TO PAY REPORTING TIME PAY
IN VIOLATION OF IWC WAGE ORDERS)

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

117. California Code of Regulations, Title 8, Division 1, Chapter 5, Group 2, Article 9, section 11090(5)(A) provides that for each workday when an employee is required to and

1 does in fact report to work, but is either not put to work or is furnished less than half of said
2 employee's usual scheduled day's work, that employee should be paid for no less than half, and
3 in no event less than two (2) hours, of the employees' regular rate of pay.

4 118. Throughout Plaintiff's and the putative class members' employment, they were
5 told by Defendants to report to work and was either not put to work or was furnished less than
6 half of their usual scheduled day's work.

7 119. Defendants routinely failed to pay the required reporting time wages to Plaintiff
8 and the putative class members for each of these instances.

9 120. Pursuant to the foregoing, Plaintiff and the putative class members are entitled to
10 all wages wrongfully withheld, civil penalties, attorney's fees, costs, and interest thereon,
11 pursuant to Labor Code sections 1197.1 and/or any and all other applicable law.

12 **TENTH CAUSE OF ACTION**

13 **FAILURE TO PAY SPLIT SHIFT WAGES**

14 **IN VIOLATION OF IWC WAGE ORDERS**

15 **(By Plaintiff Against Defendants)**

16 On behalf of the putative class, Plaintiff incorporates by reference and realleges each and
17 every one of the allegations contained in the preceding and foregoing paragraphs of this
18 Complaint as if fully set forth herein.

19 California Code of Regulations Title 8, Division 1, Chapter 5, Group 2, Article 9,
20 11090(4)(C) provides that when an employee works a "split shift", one (1) hour's pay at the
21 State or local minimum wage (whichever is greater) must be paid in addition to the minimum
22 wage for that workday.

23 A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working
24 periods established by the employer, other than *bona fide* rest or meal periods.

25 Defendants routinely scheduled Plaintiff and the putative class members for multiple different
26 shifts throughout the same workday, separated by periods other than *bona fide* rest or meal
27 breaks.

28 Defendants failed to pay Plaintiff and the putative class members one (1) hour's pay at the

applicable minimum wage, which resulted in Plaintiff and the putative class members being paid less than the applicable minimum wage.

As a further consequence, Defendants also failed to separately list “split shift” payments on Plaintiff’s and the putative class members’ wage statements.

Pursuant to the foregoing, Plaintiff and the putative class members are entitled to recover all wages wrongfully withheld, civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or any and all other applicable law.

ELEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE NOTICE OF PAID SICK TIME AND ACCRUAL

IN VIOLATION OF LABOR CODE §246

(By Plaintiff Against Defendants)

On behalf of the putative class, Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

Plaintiff and other putative class members worked for Defendants for more than 30 days, triggering the protections of Labor Code section 246 as described above. Nevertheless, Defendants failed to furnish upon Plaintiff and other putative class members, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to Plaintiff and other putative class members.

121. As such, Defendants unlawfully retained and continue to retain paid sick leave that should have been paid to Plaintiff and other putative class members but for Defendants’

1 failure to properly institute and/or adhere to a legally compliant paid sick leave program.
2 Plaintiff is informed and believes, and based thereon alleges, that these practices were
3 experienced and continue to be experienced by the other putative class members.

4 **TWELFTH CAUSE OF ACTION**
5 **UNLAWFUL BUSINESS PRACTICES**
6 **IN VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.***

7 **(By Plaintiff Against Defendants)**

8 On behalf of the putative class, Plaintiff incorporates by reference and realleges each and
9 every one of the allegations contained in the preceding and foregoing paragraphs of this
10 Complaint as if fully set forth herein.

11 122. Defendants' failure to correctly pay wages as alleged herein, failure to keep
12 accurate time records, and failure to compensate for overtime and unprovided meal periods
13 constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*,
14 including, but not limited to, Sections 17200, 17202, and 17203.

15 123. The actions of Defendants in failing to pay Plaintiff and the putative class
16 members in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or
17 deceptive business practices, within the meaning of Business and Professions Code section
18 17200, *et seq.*

19 124. As a result of its unlawful acts, Defendants have reaped and continue to reap unfair
20 benefits at the expense of Plaintiff and the putative class members. Defendants should be
21 enjoined from this activity and made to disgorge these ill-gotten gains and restore to Plaintiff
22 and the putative class members the wrongfully withheld wages pursuant to Business and
23 Professions Code section 17203. Plaintiff is informed and believes, and based thereon alleges,
24 that Defendants are unjustly enriched through their failure to pay all earned wages and
25 compensation for unprovided meal periods to Plaintiff and the putative class members.

26 125. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and the
27 putative class members are prejudiced by Defendants' unfair practices.

28 126. As a direct and proximate result of the unfair business practices of Defendants,

Plaintiff and the putative class members are entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all wages, which have been unlawfully withheld from Plaintiff and the putative class members as a result of the business acts and practices described herein, and enjoin Defendants to cease and desist from engaging in the practices described herein.

127. The illegal conduct alleged herein is believed to be continuing, and there is no indication that Defendants will not continue such activity into the future. Plaintiff, on behalf of the putative class, alleges that if Defendants are not enjoined from the conduct set forth in this complaint, they will continue to fail to pay the correct wages, will continue to require employees to work during meal periods, will continue to fail to pay employees the correct rate of pay and for all hours worked, will continue to fail to provide legally adequate meal periods, and will continue to fail to provide appropriate compensation as described herein.

THIRTEENTH CAUSE OF ACTION

Violation of California Labor Code §§ 558.1

(Against All Defendants)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

\$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages; \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

Defendants are employers and violated Plaintiff's and the putative class members' rights by violating, or causing to be violated, various sections of the labor code.

1 **FOURTEENTH CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, et seq.**

3 **(Against All Defendants)**

4 128. Representative Plaintiff hereby re-allege and incorporate all preceding paragraphs
5 as though fully set forth herein.

6 129. PAGA establishes that any provision of the California Labor Code which provides
7 for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
8 divisions, commissions, boards, agencies, or employees for a violation of the California Labor
9 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of
10 himself or herself, and other current or former employees.

11 130. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
12 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
13 authorized to exercise the same discretion, subject to the same limitations and conditions, to
14 assess a civil penalty.

15 131. Representative Plaintiff and the other hourly-paid or non-exempt employees are
16 “aggrieved employees” within the meaning of California Labor Code section 2699(c) as they
17 are all current or former employees of Defendants, and one or more of the alleged violations
18 was committed against them.

19 **Failure to Pay Overtime / Double Time**

20 132. DEFENDANTS failure to pay legally required overtime and double time wages
21 to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of
22 the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor
23 Code sections 510 and 1198.

24 **Failure to Provide Meal and Rest Periods**

25 133. DEFENDANTS failure to provide legally required meal and rest periods to
26 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful
27 and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the
28 applicable Wage Orders.

Failure to Pay Minimum Wages

134. DEFENDANTS failure to pay legally required minimum wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

Failure to Keep Accurate Payroll Records and Provide Itemized Wage Statements

135. DEFENDANTS failure to keep accurate payroll records and provide itemized wage statements to Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

Failure to Timely Pay Wages During Employment

136. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination or Resignation

137. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

Failure to Reimburse Necessary Business-Related Expenses and Costs

138. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Provide Notice of Paid Sick Time and Accrual

139. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

Other Claims:

140. DEFENDANTS alleged failure to provide employment records, failure to pay double time, failure to keep accurate payroll records, failure to pay split shift wages, failure to pay all wages earned upon discharge/resignation (presumably covered in h) failure to pay overtime (including off the clock work, failing to pay for travel time, not paying at regular rate, failing to pay for training time, rounding, manipulating and/or editing time entries, pre- and post-shift work (including COVID screenings, questionnaires, and/or temperature checks), failing to pay split shift premiums, failing to pay reporting time pay), failure to pay rest period premiums at regular rate, failing to provide meal premiums at regular rate, failure to keep accurate time records, wage statements and personnel records, failure to provide COVID supplemental sick leave and/or failure to permit use upon request, preventing employees from disclosing violations of law or disclosing unsafe or discriminatory working conditions or wage and hour violations, failure to comply with Labor Code section 2810.5 by failing to provide rates of pay and overtime rates applicable to employment, allowances claimed as part of minimum wage, failing to provide regular payday designated, failure to provide name of employer including a DBA, workers' compensation insurance information, information regarding paid sick leave and other information required by Labor Code 2810.5, failure to pay accrued vacation, failure to timely pay wages, failure to pay wages "without condition and within time set" conceded to be due, failure to provide suitable seating and/or providing inadequate seats, preventing employees from using or disclosing skills, knowledge and experience obtained for purpose of competing with employers, including preventing employees from disclosing their wages in negotiating new jobs with prospective employers, preventing employees from engaging in lawful conduct during non-working hours, including free speech and economic liberty violate a section or sections of the Labor Code or any Wage Order

Employers and Individuals Acting on Behalf of Employers' Liability

141. Defendants' direct violation or causation of another individuals acting on behalf of employer to violate a section or sections of the Labor Code or any Wage Order constitutes unlawful and/or unfair activity prohibited by California Labor Code section 558(a).

Civil Penalties

142. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF, individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, including but not limited to:

Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalties provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes, including, but not limited to, penalties pursuant to California Labor Code 558(a).

143. Pursuant to California Labor Code section 2699(i), civil penalties recovered shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and

employees about their rights and responsibilities and twenty-five percent (25%) to the AGGRIEVED EMPLOYEES.

144. Further, **REPRESENTATIVE PLAINTIFF** is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to represent request relief as described below:

PRAYER

THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against DEFENDANTS, and Does 1 through 50, and each of them, as follows:

1. Certification of the case as a class action on behalf of the proposed Classes, designation of Plaintiff representatives of the Hourly Employee Class and designation of his counsel of record as Class Counsel;

2. For Wages, damages, and equitable relief for all harm Plaintiff and the Hourly Employee Class have sustained as a result of Defendants' conduct, according to proof;

3. For Restitution and disgorgement of unjust enrichment to Plaintiff and members of the Hourly Employee Class;

4. For a preliminary and permanent injunction against Defendants and their directors, officers, owners, agents, successors, employees, and representatives—and any and all persons acting in concert with them—from engaging in the unlawful practices, policies, customs, and usages set forth herein;

5. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 96, 98.6, 200-204, 206, 206.5, 210, 218.6, 226, 226(a), 226.7, 227.3, 232, 232.5, 246, 432, 510, 512 (a), 558, 558.1, 1102.5, 1174, 1174.5, 1182.2, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, 2698 et seq., and related IWC wage orders, CCR 8 § 11050(5)(A), CCR 11050(4)(C);

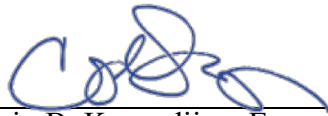
1 6. For a declaratory judgment that the practices complained of in this Complaint are
2 unlawful and violate applicable law;

3 7. For attorney fees and costs incurred in the investigation, filing, and prosecution of
4 this action;

5 8. Pre-judgment and post-judgment interest, as provided by law; and
6 For such other and further legal and equitable relief as this Court deems necessary, just, and
7 proper.

8 Dated: January 25, 2024

HAIG B. KAZANDJIAN LAWYERS, APC.

9
10
11 By: 
12 Haig B. Kazandjian, Esq.,
13 Cathy Gonzalez, Esq.,
14 Attorneys for Plaintiff PATRIA SOSA
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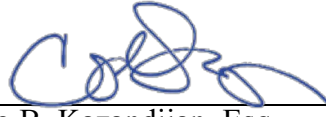
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: January 25, 2024

HAIG B. KAZANDJIAN LAWYERS, APC.

By: 
Haig B. Kazandjian, Esq.,
Cathy Gonzalez, Esq.,
Attorneys for Plaintiff PATRIA SOSA

PROOF OF SERVICE

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 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On February 26, 2024, I served the foregoing document(s) described as: **FIRST AMENDED CLASS ACTION COMPLAINT** by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY OVERNIGHT DELIVERY:** I enclosed the above-listed document(s) in an envelope or package provided by an overnight delivery carrier and addressed it to the referenced in attached service list. I placed the envelope or package for collection and overnight delivery at an area regularly utilized by said delivery carrier.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **Osbaldo@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

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

Executed on February 26, 2024, at Glendale, California.

Osbaldo Bautista
Osbaldo Bautista

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