

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq., CA Bar No. 285256

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

LUCAS ANDREWS and LAUREN
ANDREWS, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

FORTINET, INC., a California Corporation; and
DOES 1-50, inclusive.

Defendants.

CASE NO.: 23CV410792

**SECOND AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES;
- (2) FAILURE TO PAY ALL OVERTIME
WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) FAILURE TO PAY ALL SICK TIME;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES;
- (9) UNFAIR COMPETITION; and
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

Plaintiffs Lucas Andrews and Lauren Andrews (collectively “Plaintiffs”) on behalf of themselves, and all other similarly situated non-exempt employees, alleges, and complains of Fortinet, Inc. (“Defendant”) and DOES 1 to 50 (hereinafter collectively, “Defendants”) and each of them, as follows:

INTRODUCTION

1. Defendant is an American multinational corporation headquartered in Sunnyvale, California. The company develops and sells cybersecurity solutions, such as physical firewalls, antivirus software, intrusion prevention systems, and endpoint security components.

2. Plaintiffs bring this class action lawsuit against Defendants for alleged violations of the California Labor Code and Business and Professions Code.

3. As set forth below, Plaintiffs allege that Defendants failed to pay all minimum wages and overtime compensation owed, and also failed to pay all sick pay wages at the proper “regular rate of pay.” Moreover, Plaintiffs allege that Defendants’ meal and rest period policies and practices failed to allow and permit non-exempt employees to take all compliant and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof. Plaintiffs further alleges that Defendants failed to provide non-exempt employees with accurate written itemized wage statements in violation of Labor Code § 226(a), failed to reimburse all necessary business expenditures in violation of Labor Code § 2802, and failed to timely pay wages in violation of Labor Code § 204 and failed to timely pay all final wages upon separation of employment in violation of Labor Code §§ 201-203.

4. Based on these alleged Labor Code violations, Plaintiffs now bring this class action and representative PAGA action to recover unpaid wages, restitution, penalties, and other related relief on behalf of themselves and all others similarly situated non-exempt employees.

JURISDICTION AND VENUE

5. Plaintiffs, on behalf of themselves and all others similarly situated employees hereby brings this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802, 2698 *et seq.*, and applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in

1 addition to seeking declaratory relief and restitution pursuant to California Business and Professions
2 Code § 17200, *et seq.*

3 6. This class action is brought pursuant to California Code of Civil Procedure § 382.

4 7. This Court has jurisdiction over Defendants' violations of the California Labor Code
5 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
6 minimum.

7 8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
8 §§ 395(a) and 395.5, Defendants operate in California within the County of Santa Clara, and
9 Defendants are within the jurisdiction of this Court for purposes of service of process.

10 **PARTIES**

11 9. At all relevant times herein, Plaintiffs, who are over the age of 18, were and currently
12 are California residents residing in the State of California. Defendants employed Plaintiffs as non-
13 exempt employees in the County of Santa Clara.

14 10. Plaintiffs are informed and believes and thereon alleges that Defendants are authorized
15 to and doing business in Sunnyvale, California, within the County of Santa Clara and are and/or were
16 the legal employer of Plaintiffs and the Class Members during the applicable statutory periods.
17 Plaintiffs were, and are, a victim of Defendants' policies and/or practices complained of herein and
18 have been deprived of the rights guaranteed to them by California Labor Code §§ 201-203, 204, 210,
19 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, 2802, 2698 *et seq.*
20 and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

21 11. Plaintiffs are informed and believe, and based thereon allege, that during the four years
22 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
23 do) business in the State of California, County of Santa Clara.

24 12. Plaintiffs do not know the true names or capacities, whether individual, partner, or
25 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
26 Defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
27 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
28 and believe, and thereon allege, that each of said fictitious defendants, whether individual, partners,

1 or corporate, were responsible in some manner for the acts and omissions alleged herein, and
2 proximately caused Plaintiffs and the Classes to be subject to the unlawful employment practices.

3 13. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
4 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes. At all
5 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
6 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
7 them, were the agents, servants, and employees of each and every one of the other Defendants, as
8 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
9 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
10 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

11 14. At all times mentioned herein, Defendants, and each of them, were members of and
12 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
13 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
14 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
15 members of the Classes.

16 **COMMON FACTUAL ALLEGATIONS**

17 15. Defendant is an American multinational corporation headquartered in Sunnyvale,
18 California. The company develops and sells cybersecurity solutions, such as physical firewalls,
19 antivirus software, intrusion prevention systems, and endpoint security components.

20 16. Plaintiffs were employed by Defendants as non-exempt employee with the title of
21 “Channel Development Representative” out of its Sunnyvale, California location. Plaintiffs and other
22 non-exempt employees (including, but not limited to Channel Development Representatives,
23 Customer Service Representatives, Account Managers, Engineers, and other non-exempt positions)
24 were responsible for all aspects of Defendants’ operations in California.

25 17. At all relevant times, Plaintiffs and other non-exempt employees regularly worked
26 various shifts, many of which were in excess of 8 hours in a workday and 40 hours in a workweek.
27 Plaintiffs alleges that other non-exempt employees were also subjected to the same policies,
28 procedures, and practices, working conditions, and corresponding wage and hour violations to which

1 Plaintiffs was subjected during their employment at the Sunnyvale facility.

2 18. First, at all relevant times, Defendants have had a consistent policy of unfairly
3 rounding Plaintiffs and other non-exempt employees' time entries. As a result of this practice,
4 Plaintiffs and other non-exempt employees are not compensated for all the hours that they work and
5 all of the overtime hours they work, in violation of Cal. Labor Code §§ 204, 210, 510, 1194, 1197.1,
6 1199, and applicable Wage Orders.

7 19. The Court in *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907,
8 held that rounding time policies can be lawful, "if the rounding policy is fair and neutral on its face
9 and 'it is used in such a manner that it will not result, over a period of time, in failure to compensate
10 the employees properly for all the time they have actually worked,' (29 C.F.R. § 785.48; see DLSE
11 Manual, *supra*, §§ 47.1, 47.2.)."

12 20. Here, Defendants' rounding time policy is not neutral on its face or in its application
13 as Plaintiffs and other non-exempt employees are subject to discipline, including termination for
14 being tardy in reporting to work, or returning from a meal period. Moreover, because Defendants is
15 capable of tracking the time worked by non-exempt employees to the minute, the policy itself exists
16 not for the convenience or benefit of the employees who are trying to report their time on timecards
17 or otherwise, but for Defendants' benefit. As a result, the policy is not neutral on its face, and over a
18 period of time, Plaintiffs and other non-exempt employees were not properly paid for all hours
19 worked in violation of Cal. Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage
20 Orders.

21 21. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
22 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
23 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
24 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
25 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
26 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation is intentionally committed. As set forth above,
28 Defendants failed to compensate Plaintiffs and other non-exempt employees for all hours worked.

1 Accordingly, to the extent permitted by law Plaintiffs and other non-exempt employees are entitled
2 to recover unpaid wages and liquidated damages for violations of Labor Code § 1197.1. Based upon
3 these same factual allegations, Plaintiffs and other non-exempt employees are entitled to penalties
4 under Labor Code § 1199.

5 22. Moreover, at all relevant times, Plaintiffs and other non-exempt employees worked
6 regular shifts that lasted longer than 8.0 hours in a workday and resulted in Plaintiffs and other non-
7 exempt employees regularly working more than 40 hours in a workweek. However, upon information
8 and belief, non-exempt employees were not properly paid at the correct overtime rate for all overtime
9 hours worked due to Defendants' uniform failure to include all forms of compensation/renumeration,
10 including, but not limited to, Spiff Bonus, Commissions, Shift Differentials, Bonuses, Incentive Pay,
11 and other forms of remuneration when calculating the "regular rate of pay" used in payment of
12 overtime compensation.

13 23. Under the California Labor Code (as well as the FLSA), courts have held that regularly
14 paid non-discretionary bonuses, commissions and shift pay must be included in determining an
15 employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v. The Americana*
16 *Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency bonuses must be
17 included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F. Supp. 2d 1042,
18 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiffs under California and federal
19 law on the grounds, that Defendant improperly calculated overtime by excluding annual bonuses paid
20 to employees from the "regular rate of compensation"].)

21 24. At all relevant times, Defendants consistently paid non-exempt employees non-
22 discretionary compensation, including Spiff Bonus, Commissions, Shift Differentials, Bonuses,
23 Incentive Pay, and other forms of remuneration when calculating the "regular rate of pay" used in
24 payment of overtime wages. as well as overtime pay, however these forms of compensation were
25 uniformly omitted when calculating non-exempt employees' regular rate of pay for overtime
26 purposes.

27 25. Labor Code § 510 requires an employer to compensate an employee who works more
28 than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0)

1 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
2 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
3 than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a
4 workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section
5 3 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8.0)
6 hours in any workday or more than 40.0 hours in any workweek unless the employee receives one
7 and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in
8 the workweek.

9 26. By their policy of requiring non-exempt employees to work in excess of eight (8)
10 hours in a workday and/or forty (40.0) hours in a workweek without compensating them at the rate
11 of one-half (1 1/2) their regular rate of pay, Defendants willfully violated the provisions of Labor
12 Code § 510 and the applicable Wage Orders.

13 27. Furthermore, at all relevant times, Plaintiffs and other non-exempt employees were
14 denied compliant and timely 30-minute off-duty meal periods as mandated by California law. As a
15 result of Defendants' uniform meal period policies/practices and operational requirements, Plaintiffs
16 and other non-exempt employees were often unable to take timely and uninterrupted 30-minute first
17 meal periods before the end of the fifth hour of work.

18 28. In addition, at all relevant times, Defendants automatically deducted 30-minutes from
19 Plaintiffs and other non-exempt employees' time entries for meal periods. Defendants'
20 policy/practice automatically deducted 30 minutes for meal periods, regardless of whether a 30-
21 minute meal period was actually taken. Indeed, non-exempt employees' meal periods were often cut
22 short, and lasted fewer than 30 minutes.

23 29. As a result of this auto deduct practice, over a period of time, Plaintiffs and other non-
24 exempt employees were also not properly paid for all hours worked, including overtime hours, in
25 violation of Labor Code §§ 204, 510, 1194, 1197.1, 1199, and applicable Wage Orders As a result,
26 Plaintiffs and other non-exempt employees routinely unable to take complaint and timely meal first
27 meal periods before the end of the fifth hour of work. Moreover, at all relevant times, when Plaintiffs
28 and other non-exempt employees worked in excess of 10.0 hours in a shift, they were not allowed

1 and permitted to take a mandated and timely second meal period before the end of the tenth hour of
2 work in violation of the Labor Code and applicable Wage Orders.

3 30. Finally, Plaintiffs and other non-exempt employees were not provided meal period
4 premiums at the “regular rate of pay” for their missed or non-complaint meal periods pursuant to
5 Labor Code 226.7 and *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858.

6 31. Accordingly, due to Defendants’ uniform meal period policies/practices, Plaintiffs and
7 other non-exempt employees were also regularly denied legally complaint meal periods in violation
8 of Labor Code 226.7, 510, 516, and applicable IWC Wage Orders.

9 32. Moreover, at all relevant times, Plaintiffs and other non-exempt employees were also
10 not provided with 10 minutes of net rest period time for every 4 hours worked, or major fraction
11 thereof as mandated by California law. Specifically, in light of the stringent work demands imposed
12 by Defendants, Plaintiffs and other non-exempt employees were often unable to take complaint and
13 uninterrupted rest periods of 10 minutes time for every 4 hours worked, or major fraction thereof. On
14 occasions when Plaintiffs and other non-exempt employees worked in excess of 10.0 hours in a shift,
15 Defendants failed to authorize and/or permit a third mandated rest break. Moreover, Defendants had
16 a rest break policy which required that non-exempt employees remain on premises during rest
17 periods, thereby failing to relinquish control over non-exempt employees during rest periods.

18 33. By not relieving all non-exempt employees of all duties during rest periods, Conifer
19 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
20 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees of all
21 duties and relinquish control over how employees spend their time.”] (Emphasis added). In Augustus,
22 the California Supreme Court expressly rejected the employers’ assertion that it could provide an on-
23 duty rest period to employees who worked as security guards and further explained “that employers
24 [must] relinquish any control over how employees spend their break time and relieve their employees
25 of all duties.” *Id.* at 273.

26 34. Each time non-exempt employees were unable to take a compliant rest period,
27 Defendants failed and continues to fail to adequately pay rest period premium payments at the
28 “regular rate of pay” as required by Labor Code § 226.7.

1 35. Accordingly, due to Defendants' uniform rest period policies/practices, non-exempt
2 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
3 512, and applicable Wage Orders.

4 36. As a result of Defendants' failure to pay Plaintiffs and other non-exempt employees
5 for all hours they were subject to the control of Defendants, including all minimum and overtime
6 wages, failure to adequately compensate Plaintiffs and other non-exempt employees at the
7 appropriate legal overtime rate, and failure to pay for meal/rest period premiums for missed/non-
8 compliant meal and rest periods, Defendants issued wage statements which failed to accurately
9 identify the gross wages earned, the total hours worked, the net wages earned, and the correct
10 corresponding number of hours worked at each hourly rate, in violation of Labor Code §226(a) (1, 2,
11 5, and 9).

12 37. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
14 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
15 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the required in subdivision (a) of Section 226."

17 38. Thus, for the violations of Labor Code § 226 described above, Plaintiffs and other
18 non-exempt employees may also recover Labor Code § 226.3 penalties for Defendants' violations of
19 Labor Code § 226(a). Consequently, because Defendants failed to comply with Labor Code § 226(a)
20 and applicable Wage Orders, Plaintiffs and other non-exempt employees would be entitled to recover
21 penalties under Labor Code §§ 226(e).

22 39. Moreover, at all relevant times, Plaintiffs and other non-exempt employees, at the
23 direction of Defendants and/or with Defendants' knowledge and acquiescence, have used their
24 personal cell phones in the discharge of their duties. However, Defendants failed to adequately
25 reimburse Plaintiffs and other non-exempt employees for the reasonable portion of their monthly
26 personal cell phone bills and expenses necessarily incurred in their discharge of their duties, as
27 required by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137 ("We hold that
28 when employees must use their personal cell phones for work-related calls, Labor Code section 2802

1 requires the employer to reimburse them. Whether the employees have cell phone plans with
2 unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their
3 cell phone bills.”)

4 40. Although Plaintiffs and other non-exempt employees used their personal cell phones
5 in the discharge of their job duties with the knowledge and/or acquiescence of Defendants, they were
6 not adequately reimbursed for an appropriate amount for expenses incurred throughout the relevant
7 liability period. Clearly, Defendants has failed to adequately reimburse Plaintiffs and other non-
8 exempt employees a reasonable portion of their monthly personal cell phone bills and expenses
9 necessarily incurred in violation of the California Labor Code Section 2802-2804.

10 41. As a result of Defendants’ unlawful reimbursement policy/practices, Plaintiffs seek to
11 recover on behalf of themselves and all non-exempt employees’ necessary expenditures, losses, and
12 penalties under Labor Code § 2802.

13 42. Finally, because of, Defendants’ failure to pay all minimum and overtime wages, and
14 meal and rest period premiums for non-complaint meal and rest periods, Defendants also failed and
15 continues to fail to pay Plaintiffs and other non-exempt employees all wages owed at their time of
16 separation from employment in violation of Labor Code §§ 201-203.

17 **CLASS ACTION ALLEGATIONS**

18 43. Plaintiffs brings this action on behalf of themselves and the following Classes pursuant
19 to § 382 of the Code of Civil Procedure:

20 All non-exempt employees who work or worked for Defendants in
21 California, during the four years immediately preceding the filing of the
22 Complaint through the date of trial. (“Class”);

23 All non-exempt employees who worked for Defendants in California and
24 who worked overtime hours during at least one shift, during the four years
25 immediately preceding the filing of the Complaint through the date of trial.
26 (“Overtime Subclass”);

27 All employees who work or worked for Defendants in California, during
28 the one year immediately preceding the filing of the Complaint through the
date of trial. (“Wage Statement Subclass”)

1 All employees who work or worked for Defendants in California, and who
2 left their employ during the three years immediately preceding the filing of
3 the Complaint through the date of trial. (“Waiting Time Penalty Subclass”)
4 (collectively “the Classes”)

4 44. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
5 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
6 unknown to Plaintiffs at this time; however, it is estimated that the Classes consist of at least one
7 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
8 Defendants’ employment and payroll records.

9 45. **Common Questions of Law and Fact Predominate/Well Defined Community of**
10 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated
11 non-exempt employees, which predominate over questions affecting only individual members
12 including, without limitation to:

13 1. Whether Defendants failed to pay minimum wages for all hours worked, and adequate
14 overtime wages at the “regular rate of pay” to the members of the Class;

15 2. Whether Defendants provided legally compliant meal and rest periods or proper
16 compensation at the “regular rate of pay” in lieu thereof to members of the Class;

17 3. Whether Defendants allowed and permitted Plaintiffs and the Class to take legally
18 compliant meal periods or pay premium wages at the “regular rate of pay” in lieu thereof;

19 4. Whether Defendants allowed and permitted Plaintiffs and the Class to take legally
20 compliant rest periods or pay premium wages at the “regular rate of pay” in lieu thereof;

21 5. Whether Defendants paid all sick pay wages at the appropriate “regular rate of pay”;

22 6. Whether Defendants furnished legally compliant wage statements to members of the
23 Wage Statement Subclass pursuant to Labor Code § 226(a);

24 7. Whether Defendants accurately paid all sick pay wages owed using the “regular rate of
25 pay” to Plaintiffs and members of the Class;

26 8. Whether Defendants reimbursed all necessary business expenditures to members of the
27 Class; and
28

1 9. Whether the timing and amount of payment of final wages to members of the Waiting
2 Time Penalty Subclass at the time of separation from employment were unlawful.

3 46. **Predominance of Common Questions:** Common questions of law and fact
4 predominate over questions that affect only individual members of the Classes. The common
5 questions of law set forth above are numerous and substantial and stem from Defendants' policies
6 and/or practices applicable to each individual class member, such as without limitation, Defendants'
7 failure to pay for all hours worked, and failure to adequately calculate the "regular rate of pay" for
8 purposes of overtime pay and sick pay, Defendants' failure to provide all compliant meal and rest
9 periods or premiums at the "regular rate of pay" in lieu thereof, Defendants' failure to provide
10 accurate itemized wage statements, failure to reimburse all necessary business expenditures, and
11 Defendants' failure to pay for all wages due upon separation of employment. As such, the common
12 questions predominate over individual questions concerning each individual class member's showing
13 as to his or her eligibility for recovery or as to the amount of his or her damages.

14 47. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
15 Plaintiffs was employed by Defendants as a non-exempt employee in California during the statute(s)
16 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
17 Plaintiffs, like the members of the Classes was deprived of overtime wages, sick pay wages, was
18 deprived of meal and rest period premium wages, was subject to Defendants' uniform meal and rest
19 period policies/practices, was not provided accurate itemized wage statements, was not reimbursed
20 for their necessary business expenditures, and was not timely paid all wages owed upon separation
21 of employment.

22 48. **Adequacy of Representation:** Plaintiffs is fully prepared to take all necessary steps to
23 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs'
24 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
25 Plaintiffs' attorneys have prosecuted and are actively litigating several wage-and-hour class actions
26 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
27 members of the Classes.

49. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiffs and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources.

50. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 41 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

51. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 52. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
2 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
3 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
4 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
5 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
6 wages and interest accrued thereon.

7 53. At all relevant times herein, Defendants failed to conform their pay practices to the
8 requirements of the law. This unlawful conduct includes but is not limited to Defendants' uniform
9 and unlawful pay plan, policies, practices, which resulted in these individuals not being paid for all
10 hours they were actually suffered or permitted worked. Accordingly, Plaintiffs and members of the
11 Classes were not compensated for all hours worked including, but not limited to, all hours they were
12 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
13 applicable Wage Orders.

14 54. Labor Code § 1198 makes unlawful the employment of an employee under conditions
15 that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that
16 an employer who has failed to pay its employees the legal minimum wage is liable to pay those
17 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
18 to the wages due and interest thereon.

19 55. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
20 Plaintiffs and the Classes have sustained economic damages, including but not limited to unpaid
21 wages and lost interest, in an amount to be established at trial, and they are entitled to recover
22 economic and statutory damages and penalties and other appropriate relief as a result of Defendants'
23 violations of the Labor Code and applicable Wage Orders.

24 56. Defendants' practice and uniform administration of corporate policy regarding illegal
25 employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members
26 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
27 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
28 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 57. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

5 58. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
6 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
7 hours worked and provide a private right of action for the failure to pay all overtime compensation
8 for overtime work performed.

9 59. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
10 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
11 § 1194 and the applicable Wage Orders.

12 60. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
13 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
14 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
15 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
16 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
17 the workweek. Defendants caused Plaintiffs to work overtime and hours but did not compensate
18 Plaintiffs or members of the Overtime Subclass at one and one-half times their “regular rate of pay”
19 for such hours.

20 61. Defendants failed to conform their pay practices to the requirements of the law. At all
21 relevant times herein, Defendants failed to conform their pay practices to the requirements of the law.
22 This unlawful conduct includes but is not limited to Defendant’s failure to properly pay for all hours
23 worked, including all overtime hours at the proper overtime rate, and Defendants’ failure to include
24 all forms of compensation, including, but not limited to, non-discretionary bonuses, commissions,
25 and other pay in calculating the “regular rate of pay,” which resulted in these individuals not being
26 paid for all overtime hours worked.

27 62. The foregoing policies and practices are unlawful and create entitlement to recovery
28 by Plaintiffs and the members of the Overtime Subclass in a civil action for the unpaid amount of

1 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
2 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
3 of Civil Procedure § 1021.5.

4 **THIRD CAUSE OF ACTION**

5 **MEAL PERIOD VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

7 63. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

8 64. Plaintiffs is informed and believes, and based thereon alleges, that Defendants failed
9 in their affirmative obligation to provide all of their hourly non-exempt employees, including,
10 Plaintiffs and members of the Class, with all required meal periods in accordance with the mandates
11 of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
12 Allegations section of this Complaint.

13 65. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
14 the "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay
15 for each violation, in accordance with California Labor Code § 226.7.

16 66. As a result, Defendants are responsible for paying premium compensation for meal
17 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
18 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

19 **FOURTH CAUSE OF ACTION**

20 **REST PERIOD VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 67. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

23 68. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
24 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
25 each four (4) hour period worked, or major fraction thereof.

26 69. Due to their unlawful rest period policy/practices and operational requirements/work
27 demands, Defendants did not authorize and permit Plaintiffs and members of the Class to take all rest
28 periods to which they were legally entitled.

1 70. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
2 the "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay
3 for each violation, in accordance with California Labor Code § 226.7.

4 71. The foregoing violations create an entitlement to recovery by Plaintiffs and members
5 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
6 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
7 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO PAY ALL SICK TIME**

10 **(AGAINST ALL DEFENDANTS)**

11 72. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

12 73. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
13 1198, and 1199 which provide that "[a]n employee who, on or after July 1, 2015, works in California
14 for the same employer for 30 or more days within a year from the commencement of employment is
15 entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning
16 at the commencement of employment."

17 74. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
18 members of the Class for all sick time pursuant to California Labor Code § 246 and the applicable
19 Wage Orders.

20 75. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must
21 be "calculated in the same manner as the regular rate of pay for the workweek in which the employee
22 uses paid sick time, whether or not the employee actually works overtime in that workweek."
23 Additionally, Labor Code § 246(l)(2) states that the paid sick time must be "calculated by dividing
24 the employee's total wages, not including overtime premium pay, by the employee's total hours
25 worked in the full pay periods of the prior 90 days of employment." Finally, Labor Code §246(i)
26 requires employers to "provide an employee with written notice that sets forth the amount of paid
27 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
28 the employee's itemized wage statement described in Section 226 or in a separate writing provided

1 on the designated pay date with the employee's payment of wages."

2 76. Defendants failed in their obligation to provide Plaintiffs and the Class the legally
3 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiffs and the
4 members of the Class were not paid at the correct "regular rate of pay."

5 77. The foregoing policies and practices are unlawful and create entitlement to recovery
6 by Plaintiffs and the members of the Class in a civil action for the unpaid amount of wages, including
7 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 246
8 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

9 **SIXTH CAUSE OF ACTION**

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

11 **(AGAINST ALL DEFENDANTS)**

12 78. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

13 79. Labor Code 226(a) states in pertinent part the following:

14 "(a) An employer, semimonthly or at the time of each payment of wages,
15 shall furnish to his or her employee, either as a detachable part of the check,
16 draft, or voucher paying the employee's wages, or separately if wages are
17 paid by personal check or cash, an accurate itemized statement in writing
18 showing (1) gross wages earned, (2) total hours worked by the employee,
19 (3) the number of piece-rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis, (4) all deductions, provided that all
21 deductions made on written orders of the employee may be aggregated and
22 shown as one item, (5) net wages earned, (6) the inclusive dates of the
23 period for which the employee is paid, (7) the name of the employee and
24 only the last four digits of his or her social security number or an employee
25 identification number other than a social security number, (8) the name and
26 address of the legal entity that is the employer, and (9) all applicable hourly
27 rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee."

24 80. As set forth above, during the Class Period, Defendants issued and continue to issue
25 wage statements to its employees including Plaintiffs and members of the Wage Statement Subclass,
26 which are inadequate under Labor Code Section 226(a).

27 81. As a result of Defendants failure to pay Plaintiffs and the Wage Statement Subclass
28 for all overtime wages, sick pay, and missed meal and rest period premiums at the appropriate legal

1 rate, Defendants failed to include required information on Plaintiffs and the Wage Statement
2 Subclass' wage statements, including, but not limited to, the gross wages earned, the net wages earned
3 in violation of Labor Code section 226(a)(1,2,5, and 9).

4 82. In addition, the wage statements issued to Plaintiffs and other non-exempt employees
5 independently fail to include the inclusive dates of the period for which the employee is paid in
6 violation of Labor Code Section 226(a)(6).

7 83. Defendants' failure to comply with section 226(a) of the Labor Code was knowing
8 and intentional.

9 84. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiffs
10 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
11 Code, Plaintiffs and members of the Wage Statement Subclass are each entitled to recover an initial
12 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
13 of \$4,000 per Plaintiffs and per every member of the Wage Statement Subclass from Defendants
14 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

15 **SEVENTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

18 85. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

19 86. The actionable period for this cause of action is three years prior to the filing of this
20 Complaint through the present, and on-going until the violation is corrected, or the class is certified.

21 87. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and
22 owing to Plaintiffs and the Waiting Time Subclass during the actionable period for this cause of action
23 at or around the time that their employment is or was terminated or ended.

24 88. Labor Code § 203 provides that if an employer willfully fails to pay compensation
25 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
26 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

27 89. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,
28 including all minimum and overtime wages, sick pay wages, vested vacation pay, and their meal and

1 rest period premiums at the “regular rate of pay”, prior to or upon termination or separation from
2 employment with Defendants as required by Labor Code §§ 201 and 202.

3 90. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
4 penalties amounting to thirty (30) days wages for Plaintiffs and the Waiting Time Subclass pursuant
5 to Labor Code § 203. *See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon*
6 *termination entitles an employee to recover waiting time penalties).*

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

9 **(AGAINST ALL DEFENDANTS)**

10 91. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

11 92. Labor Code § 2802(a) states in pertinent part the following:

12 “(a) An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct consequence
14 of the discharge of his or her duties, or of his or her obedience to the
15 directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.”

16 93. As set forth above, Plaintiffs and members of the Class must be compensated for all
17 necessary business expenditures, including, but not limited to, costs associated with use of personal
18 cell phones for work related purposes, and other business expenses necessarily incurred in discharge
19 of their duties. (See *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We
20 hold that when employees must use their personal cell phones for work-related calls, Labor Code
21 section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans
22 with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of
23 their cell phone bills.”); *Aguilar v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. 2014) (granting
24 Plaintiff’s motion for partial summary judgment on Plaintiff’s cell phone reimbursement claim);
25 *Ritchie v. Blue Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of
26 cell phone reimbursement claim and adopting the logic of *Cochran*).

27 94. At all relevant times, by failing to reimburse Plaintiffs and the Class for all necessary
28 business expenditures, Defendants have failed to comply with Labor Code §2802. Plaintiffs and the

1 Class seek costs and reasonable attorneys' fees in accordance with Labor Code § 2802.

2 **NINTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **(AGAINST ALL DEFENDANTS)**

5 95. Plaintiffs re-alleges and incorporate by reference all previous paragraphs.

6 96. Defendants have engaged and continue to engage in unfair and/or unlawful business
7 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
8 failing to pay for all hours worked including overtime wages, sick pay wages, by failing to provide
9 all legally required meal and rest periods or pay premium payments at the "regular rate of pay" in
10 lieu thereof, by failing to provide accurate wage statements, and by failing to pay all earned wages at
11 the time of separation from employment.

12 97. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally
14 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
15 Defendants' competitors who have been and/or are currently employing workers and attempting to
16 do so in honest compliance with applicable wage and hour laws.

17 98. Because Plaintiffs is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiffs for themselves and on behalf of the members of the Classes, seeks full restitution of
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
20 converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 99. The acts complained of herein occurred within the last four years immediately
22 preceding the filing of the Complaint in this action.

23 100. Plaintiffs was compelled to retain the services of counsel to file this court action to
24 protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
25 Defendants' current hourly non-exempt employees and to enforce important rights affecting the
26 public interest. Plaintiffs has thereby incurred the financial burden of attorneys' fees and costs, which
27 he is entitled to recover under Code of Civil Procedure § 1021.5.

1 **TENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 101. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 102. Defendants have committed several Labor Code violations against Plaintiffs and
6 other non-exempt employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
7 § 2698 *et seq.*, acting on behalf of themselves and other non-exempt employees from February 3,
8 2022 to the present, bring this representative action against Defendants to recover the civil penalties
9 due to Plaintiffs, other similarly non-exempt employees, and the State of California according to
10 proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to (1) \$100 for each initial
11 violation and (2) \$200 for each subsequent violation per employee per pay period for those violations
12 of the Labor Code for which no civil penalty is specifically provided based on the following Labor
13 Code violations:

14 a. Failing to accurately capture, record, calculate, and provide payment for all hours
15 worked, resulting in a failure to pay all minimum and overtime wages, in violation of Labor Code §§
16 204, 210, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and the applicable Wage Orders;

17 b. Failing to pay all overtime wages at the “regular rate of pay” because of Defendants’
18 policies/practices, in violation of Labor Code §§ 204, 210, 510, 558, 1174, 1194, and the applicable
19 Wage Orders;

20 c. Failing to provide Plaintiffs and other non-exempt employees with all of their
21 statutorily mandated meal or rest periods or compensation at the “regular rate of pay” in lieu thereof
22 in violation of Labor Code §§ 204, 226.7, 510, 512, 516, 558, 1194 1198, and applicable Wage
23 Orders;

24 d. Failing to timely compensate Plaintiffs and other non-exempt employees with all
25 earnings during their employment and at their separation of employment in violation of Labor Code
26 §§ 201-204, 210;

27 e. Failing to furnish Plaintiffs and other non-exempt employees with complete,
28 accurate, itemized wage statements and maintain employment records in violations of Labor Code §

1 226(a), 226.3, and 1174; and

2 f. Failure to reimburse Plaintiffs and other non-exempt employees with all necessary
3 business expenditures in violation of Labor Code § 2802.

4 103. Plaintiffs have notified Defendant Fortinet, Inc. via certified mail, and the California
5 Labor and Workforce Development Agency (“LWDA”) via its website of Defendants’ violations of
6 the California Labor Code § 2698 *et seq.*, with respect to violations of the California Labor Code
7 identified in Paragraph 102(a)-(e). Now that sixty-five days have passed from Plaintiff notifying
8 Defendant and the LWDA of these violations, Plaintiffs will have exhausted their administrative
9 requirements for bringing a claim under the Private Attorneys General Act with respect to these
10 violations.

11 104. Plaintiffs were compelled to retain the services of counsel to file this court action to
12 protect their interests and the interests of other non-exempt employees, and to assess and collect the
13 civil penalties owed by Defendants. Plaintiff has hereby incurred attorneys’ fees and costs, which
14 they are entitled to receive under California Labor Code § 2698 *et seq.*

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiffs prays for judgment for themselves and for all others on whose
17 behalf this suit is brought against Defendants, as follows:

- 18 1. For an order certifying the proposed Classes;
- 19 2. For an order appointing Plaintiffs as representative of the Classes;
- 20 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 21 4. Upon the First Cause of Action, for compensatory, consequential, general and
22 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, 1197.1,
23 and 1198 and reasonable attorneys’ fees and costs;
- 24 5. Upon the Second Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198 and
26 reasonable attorneys’ fees and costs;
- 27 6. Upon the Third Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198

1 and reasonable attorneys' fees and costs;

2 7. Upon the Third Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

4 8. Upon the Fourth Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

6 9. Upon the Fifth Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and
8 1199;

9 10. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
10 reasonable costs and attorneys' fees;

11 11. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
12 Labor Code §§ 201-203;

13 12. Upon the Eighth Cause of Action, for unreimbursed expenses, interest, and
14 reasonable costs and attorneys' fees pursuant to Labor Code § 2802;

15 13. Upon the Ninth Cause of Action, for restitution to Plaintiffs and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

18 14. Upon the Tenth Cause of Action, for civil penalties due to Plaintiffs, other non-
19 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code
20 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
21 subsequent violation per employee per pay period for those violations of the Labor Code for which
22 no civil penalty is specifically provided under the Labor Code;

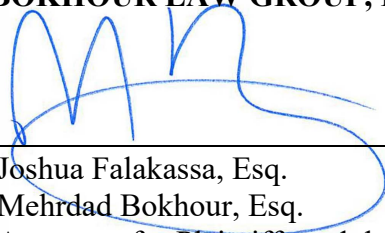
23 15. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
24 § 218.6 and Civil Code §§ 3287 and 3289;

25 16. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
26 218.5, 226, 1194, 2802 Code of Civil Procedure § 1021.5; and

27 17. For such other relief that the Court may deem just and proper.
28

1 Dated: September 20, 2023

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

2
3
4 By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiffs and the Putative Classes

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On September 26, 2023, I served the following document(s) described as
6 **SECOND AMENDED CLASS AND PAGA ACTION COMPLAINT** on the
7 interested parties in this action by placing true copies thereof enclosed in sealed envelopes
addressed as follows:

8 **SEYFARTH SHAW LLP**

9 Catherine M. Dacre, Esq.

cdacre@seyfarth.com

10 Andrew M. McNaught, Esq.

amcnaught@seyfarth.com

11 Galen P. Sallomi, Esq.

gsallomi@seyfarth.com

12 560 Mission Street, Suite 3100

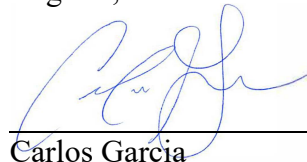
13 San Francisco, California 94105

14 **Counsel for defendant Fortinet, Inc.**

15 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
16 electronic service provider First Legal to the person(s) identified above at the email address(es)
17 indicated and did not, within a reasonable time after transmission, receive any message or
communication indicating that delivery failed or that any other error had occurred which would
delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

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

20 Executed on September 26, 2023, at Los Angeles, California.

21 
22 Carlos Garcia