

JAMES HAWKINS APLC
James R. Hawkins, Esq. (#192925)
Gregory Mauro, Esq. (#222239)
Michael Calvo, Esq. (#314986)
Lauren Falk, Esq. (#316893)
Ava Issary, Esq. (#342252)
9880 Research Drive, Suite 200
Irvine, CA 92618
Tel.: (949) 387-7200
Fax: (949) 387-6676
Email: James@jameshawkinsaplc.com
Email: Greg@jameshawkinsaplc.com
Email: Michael@jameshawkinsaplc.com
Email: Lauren@jameshawkinsaplc.com
Email: Ava@jameshawkinsaplc.com

Attorneys for Plaintiff RODERICK E GIBBS,
Individually and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

RODERICK E GIBBS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SOUTH BAY RECYCLING LLC, a
California Limited Liability Company and
RECOLOGY INC., a California Corporation
and DOES 1-50, inclusive,

Defendants.

CASE NO.: 23-CIV-00809

**FIRST AMENDED CLASS ACTION
COMPLAINT PURSUANT TO
CALIFORNIA CODE OF CIVIL
PROCEDURE §382:**

- 1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194**
- 2. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512**
- 3. Failure to Pay Timely Wages Required by Labor Code § 203**
- 4. Failure to Timely Pay Wages During Employment Required by Labor Code § 204**
- 5. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226**
- 6. Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802**
- 7. Violation of Business & Professions Code § 17200, et seq.**
- 8. Private Attorney General Act of 2004 ("PAGA")**

DEMAND FOR JURY TRIAL

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 5/15/2023
By /s/ Maria Coronel
Deputy Clerk

1 Plaintiff RODERICK E GIBBS (“Plaintiff ”), individually and on behalf of all others
2 similarly situated (hereinafter collectively referred to as the “Class” or “Class Member”), hereby
3 files this Complaint against Defendants SOUTH BAY RECYCLING LLC, a California Limited
4 Liability Company and RECOLOGY INC., a California Corporation and DOES 1-50, inclusive
5 (collectively “Defendants”) and alleges on information and belief as follows:

6 **I. INTRODUCTION**

7 1. This is a Class Action, pursuant to California Code of Civil Procedure section 382,
8 on behalf of Plaintiff and any and all persons who are or were employed by Defendants, either
9 directly or indirectly, at distribution or warehouse facilities in the State of California at any time
10 from four years prior to the filing of this Complaint through resolution or trial of the matter.
11 (“Class Members” or “Non-Exempt Employees”).

12 2. Further, Plaintiff brings this Class Action, pursuant to Code of Civil Procedure 382,
13 and asserts claims against Defendants on behalf of herself and all prospective employees and/or
14 employees employed by, or formerly employed by Defendants who, as a condition of
15 employment, executed Defendants’ standard background check disclosure form and submitted to a
16 background check.

17 3. During the liability period, as defined in the applicable statute of limitations for
18 each and every cause of action herein, Defendants consistently maintained and enforced against
19 Defendants’ Non-Exempt Employees unlawful practices and policies in violation of California
20 state wage and hour laws as detailed more extensively herein.

21 4. The California Labor Code and IWC Wage Orders require employers to provide to
22 their employees, among other things, lawful rest periods, and rest period premiums when rest
23 periods are not lawfully provided, and accurate, lawful itemized wage statements.

24 5. Defendants implemented uniform policies and practices that deprived Plaintiff and
25 Class Members of earned wages, including minimum wages and unlawful deductions from wages;
26 straight time wages; overtime wages; premium wages; lawful rest breaks; and timely payment of
27 wages.

28 6. Such actions and policies, as described above and further herein, were and continue
to be in violation of the California Labor Code. Plaintiff , on behalf of themselves and all Class

1 Members, bring this action pursuant to the California Labor Code, including sections 201-204,
2 218.5, 218.6, 221-224, 226, 226.3, 226(b), 226.7, 245-249, 432, 510, 512, 516, 558, 1174, 1194,
3 1194.2, 1195, 1197, 1198, 1198.5, 2802, 1024.5, applicable IWC California Wage Orders and
4 California Code of Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid rest
5 period compensation, penalties, liquidated damages, and reasonable attorneys' fees and costs.

6 7. Plaintiff, on behalf of themselves and others similarly situated, pursuant to
7 Business and Professions Code sections 17200-17208, also seek restitution from Defendants for
8 their failure to pay to Plaintiff and Class Members all of their wages, including overtime and
9 premium wages.

10 **II. JURISDICTION AND VENUE**

11 8. This class action is brought pursuant to California Code of Civil Procedure §382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimum jurisdiction limits
13 of the California Superior Court and will be established according to proof at trial.

14 9. This Court has jurisdiction over this action pursuant to the California Constitution
15 Article VI §10, which grants the California Superior Court original jurisdiction in all causes
16 except those given by statute to other courts. The statutes under which this action is brought do not
17 give jurisdiction to any other court.

18 10. This Court has jurisdiction over Defendants because, upon information and belief,
19 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
20 avails itself of the California market so as to render the exercise of jurisdiction over it by the
21 California Courts consistent with traditional notions of fair play and substantial justice.

22 11. The California Superior Court also has jurisdiction in this matter because the
23 individual claims of the members of the Classes herein are under the seventy-five thousand dollar
24 (\$75,000.00) jurisdictional threshold for Federal Court and the aggregate claim, including attorneys'
25 fees, is under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of
26 2005. Further, there is no federal question at issue, as the issues herein are based solely on California
27 statutes and law, including the Labor Code, IWC Wage Orders, CCP, California Civil Code ("CC")
28 and B&PC.

12. Venue is proper in this Court because upon information and belief, one or more of the Defendants, reside, transact business, or have offices in this County and/or the acts or omissions alleged herein took place in this County.

II. PARTIES

13. Plaintiff, RODERICK E GIBBS, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendants in February 2021 as a Non-Exempt Employee with the title of Diesel Mechanic and worked during the liability period for Defendants, at Defendants' Redwood City, CA location until Plaintiff's separation from Defendants' employ in approximately April 2022. Plaintiff's duties included but were not limited to Maintenance on heavy duty trucks, repairs and welding.

14. Defendant SOUTH BAY RECYCLING LLC. is a California Limited Liability Company that operates as a recycling business. South Bay Recycling, LLC, is a joint venture between Recology Inc. and Potential Industries Inc. Defendant's business involves collection, hauling, processing, composting, and disposal services to homes and businesses in the Western United States. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

15. Defendant, Recology, Inc. is a California Corporation that operates as a recycling and waste company. Defendant provides organics, recycling, and solid waste collection and processing services to over one hundred and thirty (130) cities in California, Oregon, and Washington. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last four years.

16. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but are informed and believe and thereon allege that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

17. Plaintiff is informed and believes and thereon alleges that each defendant, directly

1 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
2 Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed
3 and believe and thereon allege that each Defendant acted in all respects pertinent to this action as
4 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
5 pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

6 **III. CLASS ACTION ALLEGATIONS**

7 18. Plaintiff brings this action individually and on behalf of all others similarly
8 situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are
9 defined as follows:

10 All persons who have been employed by Defendants as Non-Exempt Employees or
11 equivalent positions, however titled, in the state of California within four (4) years from
12 the filing of the Complaint in this action until its resolution. (collectively referred to as the
"Class" or "Plaintiff' Class" or "Class Members").

13 19. Plaintiff also seeks to represent the subclass(es) composed of and defined as
14 follows:

15 **Sub-Class 1:** All Class Members who were not provided paid overtime and minimum
16 wages by Defendants (hereinafter collectively referred to as the "Overtime Subclass").

17 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
18 excess of three and a half (3.5) or ten hours in a work-day but were not authorized and
19 permitted a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

20 **Sub-Class 3:** All Class Members who are or were employed by Defendants at any time
21 between February 2022 and the present and who received wage statements from Defendant
(hereinafter collectively referred to as the "Wage Statement Subclass").

22 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
23 between February 2020 and the present and have separated their employment (hereinafter
24 collectively referred to as the "Waiting Time Penalty Subclass")

25 **Sub-Class 5:** All Class Members who did not receive reimbursement for necessary
26 business expenses from Defendants. (hereinafter collectively referred to as the "Business
Reimbursement Subclass").

27 **Sub-Class 6:** All Class Members who are or were employed by Defendants and subject to
28 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "Unfair
Business Practice Subclass").

1 20. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
2 applicable laws to amend or modify the class definition with respect to issues or in any other
3 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

4 21. The term “Class” includes Plaintiff and all members of the Class and each of the
5 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
6 this complaint.

7 22. There is a well-defined community of interest in the litigation and the proposed
8 Class is easily ascertainable through the records Defendants are required to keep.

9 23. Numerosity. The members of the Class are so numerous that individual joinder of
10 all of them as Plaintiff is impracticable. While the exact number of the Class members is unknown
11 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are at least
12 100 (one hundred) Class members.

13 24. Commonality. Common questions of law and fact exist as to all Class members
14 and predominate over any questions that affect only individual members of the Class. These
15 common questions include, but are not limited to:

- 16 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff and
17 Class Members for all hours worked;
- 18 ii. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
19 Members;
- 20 iii. Whether Defendants failed to reimburse necessary business expenses pursuant to
21 Labor Code § 2802;
- 22 iv. Whether Defendants violated Labor Code §§ 226.7, 512, and applicable IWC Wage
23 Orders, by failing to authorize and permit daily rest periods to Plaintiff and Class
24 Members for every four hours or major fraction thereof worked and failing to
25 compensate said employees one hours wages in lieu of rest periods;
- 26 v. Whether Plaintiff and the Class Members were denied legally acceptable
27 warehouse conditions by failing to provide heat breaks (“recovery periods”), as
28 prescribed by SB 1167 and 435 and the Occupational Safety and Health

Administration (hereinafter “OSHA”);

vi. Whether Defendants provided accurate itemized wage statements pursuant to Labor Code section 226;

vii. Whether Plaintiff and Class Members were not paid timely upon separation from their employ with Defendants, pursuant to Labor Code section 203;

viii. Whether Plaintiff and the Class Members are entitled to retroactive pay for unpaid wages;

ix. Whether Plaintiff and Class Members were not paid timely during employment, pursuant to Labor Code section 204;

x. Whether Defendants violated Business and Professions Code and Labor Code §§ 201-204, 226, 510, 512, 558, 226, 226.3, 226.7, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 1785, 1786, 2802, and applicable IWC Wage Orders which violation constitutes a violation of fundamental public policy;

xi. Whether Plaintiff and the Members of the Plaintiff Class are entitled to equitable relief pursuant to Business and Professions Code §§ 17200, *et. seq.*;

xii. Whether Plaintiff and the Members of the Plaintiff Class are entitled to relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant to Labor Code §§ 558, 1194 and 1197.

25. Typicality. Plaintiff’ claims herein alleged are typical of those claims which could be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiff and all members of the Class and or Subclass sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

26. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the interests of each member of the Class and/or Subclass with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an obligation to make known to the Court any relationships, conflicts, or differences with any

1 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
2 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
3 settlement and experienced in handling such matters. Other former and current employees of
4 Defendants may also serve as representatives of the Class and Subclass if needed.

5 27. Superiority. A class action is superior to other available means for the fair and
6 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
7 court. Class action treatment will allow a large number of similarly situated persons to prosecute
8 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
9 duplication of effort and expense that numerous individual actions would require. The damages
10 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
11 and the expense and burden of individual litigation would make it extremely difficult or
12 impossible for the individual Class Members to seek and obtain individual relief. A class action
13 will serve an important public interest by permitting such individuals to effectively pursue
14 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent
15 or contradictory judgments raised by individual litigation.

16 28. Public Policy Considerations: Employers in the state of California violate
17 employment and labor laws every day. Current employees are often afraid to assert their rights out
18 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
19 they believe their former employers may damage their future endeavors through negative
20 references and/or other means. The nature of this action allows for the protection of current and
21 former employees' rights without fear or retaliation or damage.

22 **IV. FACTUAL ALLEGATIONS**

23 29. At all times set forth herein, Defendants employed Plaintiff and other persons in the
24 capacity of non-exempt positions, however titled, throughout the state of California.

25 30. Plaintiff is informed and believes Class Members have at all times pertinent hereto
26 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
27 and regulations of the IWC California Wage Orders.

28 31. Defendants continue to employ Non-Exempt Employees, however titled, in

1 California and implement a uniform set of policies and practices to all non-exempt employees, as
2 they were all engaged in the job duties related to Defendants' recycling and waste business.

3 32. Plaintiff is informed and believe, and thereon allege, that Defendants are and were
4 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
5 the requirements of California's wage and employment laws.

6 33. Plaintiff is informed and believe that during the relevant time-frame, all Class
7 Members are citizens of the state of California.

8 34. During the relevant time-frame, Defendants compensated Plaintiff and Class
9 Members based upon an hourly rate.

10 35. Plaintiff and Class Members were required to use their personal cell phones for
11 work relates purposes while they were off the clock. Plaintiff and Class Members were not
12 compensated any overtime or minimum wages for this time spent on the phone off the clock.

13 36. Plaintiff is informed and believe, and thereon alleges, that Defendants know,
14 should know, knew, and/or should have known that Plaintiff and the other Class Members were
15 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
16 were not receiving such compensation.

17 37. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
18 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
19 period for every four hours worked or major fraction thereof, which is a violation of the Labor
20 Code and IWC wage order.

21 38. During the liability period, Plaintiff and Class Members were not provided legally
22 acceptable warehouse conditions. Plaintiff and Class Members worked without air conditioning or
23 proper ventilation in a recycling facility that would reach temperatures of over 100 degrees
24 Fahrenheit. Despite these high temperatures, Defendants failed to provide heat breaks to Plaintiff
25 and Class Members in order to prevent heat exhaustion or heat illness, in violation of OSHA
26 standards and SB 1167 and 435.

27 39. Defendants' Diesel Loaders were rat infested and exhausted inside the facility.

28 40. Defendants maintained and enforced scheduling practices, policies, and imposed

1 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
2 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
3 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
4 provide relief for Plaintiff and Class Members to take their lawfully required breaks.

5 41. Despite the above-mentioned rest period violations, Defendants did not compensate
6 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
7 their regular rate as required by California law, including Labor Code section 226.7 and the
8 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
9 permitted.

10 42. Defendants failed to reimburse Plaintiff and Class Members for personal cell phone
11 use. Personal cell phones were used for work related purposes.

12 43. Defendants also failed to provide accurate, lawful itemized wage statements to
13 Plaintiff and the Class Members in part because of the above-specified violations. In addition,
14 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
15 including premiums due and owing for rest period violations, overtime pay, gross pay and net pay
16 figures from Plaintiff and the Class Members' wage statements.

17 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
19 thereof for resignations without prior notice as the case may be) they had a duty to accurately
20 compensate Plaintiff and Class Members for all wages owed including minimum wages, rest
21 period premiums, and that Defendants had the financial ability to pay such compensation, but
22 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
23 specified violations.

24 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
25 or should have known that Plaintiff and the other class members were entitled to receive all wages
26 owed to them during their employment. Plaintiff and the other class members did not receive
27 payment of all wages, including overtime and minimum wages and rest period premiums, within
28 any time permissible under California Labor Code section 204.

1 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
2 class members all wages within any time permissible under California law, including, *inter alia*,
3 California Labor Code section 204.

4 47. Defendants failed to produce Personnel and or a Payroll file for Plaintiff upon
5 Plaintiff's request. This failure to produce such documents violates Labor Code sections 1198.5,
6 432 and 226(b).

7 48. Upon information and belief, Defendants knew and or should have known that it is
8 improper to implement policies and commit unlawful acts such as:

9 (a) requiring employees to work four (4) hours or a major fraction thereof without
10 being provided a minimum ten (10) minute rest period and without compensating the employees
11 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
12 rest period was not provided;

13 (b) failing to pay overtime and minimum wages;

14 (c) failing to provide accurate itemized wage statements;

15 (d) failing to timely pay Plaintiff and Class Members upon separation from
16 Defendants' employment;

17 (e) failure to timely pay Plaintiff and Class Members during their employment;

18 (f) failure to reimburse necessary business expenses; and

19 (g) conducting and engaging in unfair business practices.

20 49. In addition to the violations above, and on information and belief, Defendants knew
21 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and
22 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
23 recklessly, and/or intentionally failed to do so.

24 50. Plaintiff and Class Members they seek to represent are covered by, and Defendants
25 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
26 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
27 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

28

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

3 **(Against All Defendants)**

4 51. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 52. At all times relevant, the IWC wage orders applicable to Plaintiff and the Class
7 require employers to pay its employees for each hour worked at least minimum wage. "Hours
8 worked" means the time during which an employee is subject to the control of an employer, and
9 includes all the time the employee is suffered or permitted to work, whether or not required to do
10 so, and in the case of an employee who is required to reside on the employment premises, that
11 time spent carrying out assigned duties shall be counted as hours worked.

12 53. At all relevant times, Labor Code §1197 provides that the minimum wage for
13 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
14 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
15 and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour
16 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
17 and Class Members' employment by Defendants provided that employees working for more than
18 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
19 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
20 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
21 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

22 54. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
23 acting individually as an officer, agent, or employee of another person, who pays or causes to be
24 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
25 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
26 damages payable to the employee, and any applicable penalties pursuant to Section 203.

27 55. Labor Code §510 codifies the right to overtime compensation at the rate of one and
28 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or

1 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
2 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
3 seventh day of work in a particular work week.

4 56. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
5 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
6 et. seq. and the Labor Code.

7 57. At all times relevant, Plaintiff and Class Members consistently worked in excess of
8 eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately
9 calculate overtime pay to Plaintiff and Class Members.

10 58. Defendants further failed to incorporate bonuses, shift differentials, and other
11 remunerations into the employees' regular rates of pay for purposes of calculating overtime.

12 59. At all times relevant, Defendants have failed to accurately pay minimum and
13 overtime owed to Plaintiff and Class Members.

14 60. At all times relevant, Defendants implemented a rounding system, which over time
15 favored the Defendant and was not neutral in practice resulting in minimum wage violations.

16 61. Accordingly, Defendants owe Plaintiff and Class Members minimum and overtime
17 wages, and have failed to pay Plaintiff and Class Members their wages owed.

18 62. Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiff and Class Members are
19 entitled to recover their unpaid wages and overtime compensation, as well as interest, costs, and
20 attorneys' fees.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

23 **(Against All Defendants)**

24 63. Plaintiff incorporates and re-alleges each and every allegation contained above as
25 though fully set forth herein.

26 64. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
27 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
28 periods, which insofar as practicable shall be in the middle of each work period.... [The]

1 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
2 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
3 time shall be counted as hours worked, for which there shall be no deduction from wages.” Labor
4 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
5 mandated by an applicable order of the IWC.

6 65. Defendants were required to authorize and permit employees such as Plaintiff and
7 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
8 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
9 Despite said requirements of the IWC wage orders applicable to Plaintiff ’ and Class Members’
10 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
11 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
12 fraction thereof.

13 66. On information and belief, Defendants created a working environment in which
14 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
15 and/or work-related demands placed upon them by Defendants to meet the needs of Defendants’
16 business as discussed above. On information and belief, Defendants implemented a policy and
17 practice which resulted in systematic and class-wide violations of the Labor Code. On information
18 and belief, Defendants’ violations have been widespread throughout the liability period.

19 67. As a proximate result of the aforementioned violations, Plaintiff and Class
20 Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor
21 Code §226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for
22 each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus
23 interest and penalties thereon, attorneys' fees, and costs.

24 68. Defendants also failed to provide heat breaks to Plaintiff and Class Members in
25 order to prevent heat exhaustion or heat illness, in violation of OSHA standards and SB 1167 and
26 435.

27 69. Defendants failed to provide heat breaks to avoid heat illness. This failure is
28 remedied under Labor Code 226.7.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES UPON SEPARATION**

3 **(Against All Defendants)**

4 70. Plaintiff incorporates and re-alleges each and every allegation contained above as
5 though fully set forth herein.

6 71. Labor Code §§201-202 requires an employer who discharges an employee to pay
7 compensation due and owing to said employee immediately upon discharge and that if an
8 employee voluntarily leaves his or her employment, his or her wages shall become due and
9 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-
10 two (72) hours previous notice of his or her intention to quit, in which case the employee is
11 entitled to his or her wages on their last day of work.

12 72. Labor Code §203 provides that if an employer willfully fails to pay compensation
13 promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting
14 time penalties in the form of continued compensation for up to thirty (30) work days.

15 73. During the relevant time period, Defendants willfully failed and refused, and
16 continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and
17 unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily
18 leaving Defendants' employ. These wages include regular and overtime.

19 74. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
20 Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount
21 according to proof at the time of trial.

22 **FOURTH CAUSE OF ACTION**

23 **FOR FAILURE TO PAY TIMELY PAY WAGES DURING EMPLOYMENT**

24 **(Against All Defendants)**

25 75. Plaintiff incorporates and re-alleges each and every allegation contained above as
26 though fully set forth herein.

27 76. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any

1 calendar month, other than those wages due upon termination of an employee, are due and payable
2 between the 16th and the 26th day of the month during which the labor was performed.

3 77. At all times herein set forth, California Labor Code section 204 provides that all
4 wages earned by any person in any employment between the 16th and the last day, inclusive, of
5 any calendar month, other than those wages due upon termination of an employee, are due and
6 payable between the 1st and the 10th day of the following month.

7 78. At all times herein set forth, California Labor Code section 204 provides that all
8 wages earned for labor in excess of the normal work period shall be paid no later than the payday
9 for the next regular payroll period.

10 79. During the relevant time period, Defendants intentionally and willfully failed to
11 pay Plaintiff and the other class members all wages due to them, within any time period
12 permissible under California Labor Code section 204.

13 80. Plaintiff and the other class members are entitled to recover all remedies available
14 for violations of California Labor Code section 204.

15 **FIFTH CAUSE OF ACTION**

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

17 **(Against All Defendants)**

18 81. Plaintiff incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 82. Section 226(a) states that An employer, semi-monthly or at the time of each
21 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
22 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
23 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be
27 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
28 which the employee is paid, (7) the name of the employee and only the last four digits of his or her

1 social security number or an employee identification number other than a social security number,
2 (8) the name and address of the legal entity that is the employer.

3 83. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
4 statements all deductions from payment of wages and to accurately report total hours worked by
5 Plaintiff and the Class including applicable hourly rates among other things. Defendants have
6 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
7 statements that have been provided to Plaintiff and the Class.

8 84. IWC Wage Orders require Defendants to maintain time records showing, among
9 others, when the employee begins and ends each work period, split shift intervals and total daily
10 hours worked in an itemized wage statement, and must show all deductions and reimbursements
11 from payment of wages, and accurately report total hours worked by Plaintiff and the Class. On
12 information and belief, Defendants have failed to record all or some of the items delineated in
13 Industrial Wage Orders and Labor Code §226.

14 85. Defendants fail to identify the amounts and hours for items listed on its paystubs,
15 including but not limited to stipend amount.

16 86. Defendants have failed to accurately record all time worked.

17 87. Defendants have also failed to accurately record the rest period premiums owed and
18 all wages owed per pay period.

19 88. Plaintiff and the Class have been injured as they were unable to determine whether
20 they had been paid correctly for all hours worked per pay period among other things.

21 89. Defendants also failed to identify the rate of pay in their paystubs.

22 90. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a
23 maximum of \$4,000 each for record keeping violations.

24 91. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
25 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee a
28 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4
5

6
7
8
9
10
11
12

13
14
15
16

17
18
19
20

21

22

23

24
25

26
27
28

1 meaning of the California Code of Civil Procedure §1021.5.

2 98. Defendants' policies, activities, and actions as alleged herein, are violations of
3 California law and constitute unlawful business acts and practices in violation of California
4 Business and Professions Code §§17200, et seq.

5 99. A violation of California Business and Professions Code §§17200, et seq., may be
6 predicated on the violation of any state or federal law. Defendants' policy of failing to accurately
7 pay overtime, failing to pay minimum wages, failing to reimburse expenses, failing to provide a
8 day's rest in seven, failing to provide accurate itemized wage statements and failing to provide
9 Plaintiff and the Class with rest breaks or the one (1) hour of premium pay when rest break period
10 was not provided or provided outside of the required time frames, violates Labor Code § 226,
11 §512, § 226.7, § 1194, § 2802 and applicable IWC Wage Orders and California Code of
12 Regulations.

13 100. Plaintiff and Class Members have been personally aggrieved by Defendants'
14 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
15 property.

16 101. Pursuant to California Business and Professions Code §§17200, et seq., Plaintiff
17 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
18 during a period that commences four (4) years prior to the filing of this complaint; an award of
19 attorneys' fees, interest; and an award of costs.

20 **EIGHTH CAUSE OF ACTION PURSUANT TO PRIVATE**

21 **ATTORNEYS GENERAL ACT OF 2004**

22 **(By Plaintiff and Class Against All Defendants)**

23 102. Plaintiff repeats and incorporates herein by reference each and every allegation set
24 forth above, as though fully set forth herein.

25 103. Pursuant to Labor Code § 2699.3, (a) A civil action by an aggrieved employee
26 pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision listed in
27 Section 2699.5 shall commence only after the following requirements have been met:

28 (1) The aggrieved employee or representative shall give written notice by certified mail to

1 the Labor and Workforce Development Agency and the employer of the specific
2 provisions of this code alleged to have been violated, including the facts and theories to
3 support the alleged violation.

4 (2) (A) The agency shall notify the employer and the aggrieved employee or representative
5 by certified mail that it does not intended to investigate the alleged violation within sixty
6 (60) calendar days of the postmark date of the notice received pursuant to paragraph (1).
7 Upon receipt of that notice or if no notice is provided within sixty-five (65) calendar days
8 of the postmark date of the notice given pursuant to paragraph (1), the aggrieved employee
9 may commence a civil action pursuant to Section 2699.

10 104. On February 22, 2023 Plaintiff complied with notice requirements pursuant to
11 Labor Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit**
12 **A**, indicating that the LWDA and Defendants were put on notice of the claims alleged here and
13 that the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
14 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
15 representative capacity. The substance and violations set forth in this Complaint of which the
16 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
17 Action Complaint to the LWDA.

18 105. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
19 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
20 Employees of Defendants.

21 106. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
22 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
23 including without limitation Labor Code section 201-204, 226, 510, 512, 558, 226.3, 1174,
24 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2802 and 2698 *et seq.*, applicable IWC Wage Orders and
25 California Code of Regulations, Title 8, section 11000 *et. Seq.*

26 107. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
27 overtime wages owed. Therefore, Defendants violated section 510, and 1194 by not compensating
28 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours

1 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation at
2 the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a work week and to overtime compensation twice the regular
4 rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
5 in a day on the seventh day of work in a particular work week.

6 108. For the Liability Period, Defendants failed to provide Plaintiff and the Class
7 Members proper second meal periods for shifts in excess of ten hours.

8 109. Pursuant to the IWC wage orders applicable to Plaintiff and the Class Members,
9 “Every employer shall authorize and permit all employees to take rest periods, which insofar as
10 practicable shall be in the middle of each work period.... [The] authorized rest period time shall
11 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
12 hours worked or major fraction thereof.... Authorized rest period time shall be counted as hours
13 worked, for which there shall be no deduction from wages.” Labor Code §226.7(a) prohibits an
14 employer from requiring any employee to work during any rest period mandated by an applicable
15 order of the IWC. Defendants were required to authorize and permit employees such as Plaintiff
16 and the Class Members to take rest periods, based upon the total hours worked at a rate of ten (10)
17 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
18 wages.

19 110. Despite said requirements applicable to Plaintiff and the Class Members,
20 Defendants failed and refused to authorize and permit Plaintiff and the Class Members to take ten
21 (10) minute rest periods for every four (4) hours worked, or major fraction thereof. Plaintiff
22 regularly worked shifts without properly authorized rest periods. Defendants did not pay Plaintiff
23 an hour of wages for each day that a rest period violation occurred. On information and belief, the
24 Class Members endured similar violations as a result of Defendants’ rest period policies and
25 practices.

26 111. By their failure to provide rest periods for every four (4) hours or major fraction
27 thereof worked by Plaintiff and the Class Members, Defendants violated the provisions of Labor
28 Code sections 226.7 and the applicable IWC Wage Order(s).

1 112. Plaintiff and the Class Members were also injured because the wage statements
2 Defendants provided to them failed to accurately state the hours worked and also to state that the
3 Class Members were being paid one hour of pay at their regular rate for days in which they were
4 not provided with each of their authorized rest periods. Defendants have made it impossible to
5 properly calculate important information from the wage statements that were provided to Plaintiff
6 and the Class Members throughout the liability period.

7 113. Defendants also willfully violated Labor Code sections 201-203 by failing to
8 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
9 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
10 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
11 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
12 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
13 The penalty cannot exceed 30 days of wages.

14 114. Plaintiff and all other Class Members who were separated from employment are
15 entitled to compensation for all forms of wages earned, including but not limited to compensation
16 minimum and overtime wages, but to date have not received such compensation, therefore
17 entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

18 115. On information and belief, Defendants willfully failed to pay all wages due and
19 owing upon separation from employment. These wages include minimum and overtime wages.

20 116. On information and belief, Defendants willfully failed to pay all wages due and
21 owing during employment. These wages include minimum and overtime wages.

22 117. On information and belief, Defendants failed to provide accurate itemized wage
23 statements which failed to include all hours worked, including overtime, due and owing to
24 Plaintiff and the Class Members pursuant to Labor Code section 226(a).

25 118. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
26 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
27 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
28 for each violation in a subsequent citation, for which the employer fails to provide the employee a

1 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

2 119. Additionally, Defendants have no accurate records relating to Class Members'
3 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
4 rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate
5 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

6 120. As a result of Defendants' unlawful conduct, Plaintiff and Class Members are
7 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
8 worked.

9 121. Plaintiff and Class Members are entitled to recover for improper warehouse
10 conditions that put them at risk of heat illness and exhaustion on a daily basis under Labor Code
11 section 226.7.

12 122. On information and belief, Defendants failed to reimburse Plaintiff and Class
13 Members for business expenses incurred as described above. Labor Code § 2802 requires
14 Defendants to indemnify Plaintiff and Class Members for necessary expenditures incurred in
15 direct consequences of the discharge of his or her duties. Despite these realities of the job,
16 Defendants failed to provide reimbursements.

17 123. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
18 implied, made by any employee to waive the benefits of this article or any part thereof is null and
19 void, and this article shall not deprive any employee or his or her personal representative of any
20 right or remedy to which he is entitled under the laws of this State"

21 124. Wage Order 4-2001 states "All working employees shall be provided with suitable
22 seats when the nature of the work reasonably permits the use of seats." Plaintiff alleges that
23 Defendants failed to provide employees suitable seats while working even though the nature of the
24 work reasonably permitted the use of such seats.

25 125. Defendants' failure to provide suitable seats constitutes a violation of applicable
26 California laws and regulations, including Labor Code section 1198 and IWC Wage Order 4-2001.

27 126. Labor Code section 1198 makes it unlawful to employ an employee under
28 conditions of labor that are prohibited by the applicable Wage Order. By failing to provide

1 Plaintiff and the other current and former Class Members with suitable seats in violation of Wage
2 Order 4-2001, Defendants also violated Labor Code section 1198.

3 127. As a result of their unlawful acts, Plaintiff and the proposed class are entitled to
4 civil penalties pursuant to Labor Code Private Attorney General Act of 2004, Labor Code §2698
5 et. seq.

6 128. WHEREFORE, Plaintiff and the Class Members he seeks to represent requests
7 relief as described herein and below.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

10 **Class Certification**

- 11 1. That this action be certified as a class action;
12 2. That Plaintiff be appointed as the representative of the Class;
13 3. That Plaintiff be appointed as the representative of the Subclass; and
14 4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

15 **On the First Cause of Action**

- 16 1. For compensatory damages equal to the unpaid balance of minimum wage
17 compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
18 2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
19 3. For liquidated damages in an amount equal to the wages unlawfully unpaid and
20 interest thereon pursuant to Labor Code §§ 1194.2, 558;
21 4. For such other and further relief as the Court deems proper.

22 **On the Second Cause of Action**

- 23 1. For one (1) hour of premium pay for each day in which a required rest period was
24 not authorized or permitted; and
25 2. For such other and further relief as the Court deems proper.

26 **On the Third Cause of Action**

- 27 1. For statutory penalties pursuant to Labor Code §203;
28 2. For interest for wages untimely paid; and

3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

1. For statutory penalties pursuant to Labor Code §204;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

1. For statutory penalties pursuant to Labor Code §226;
 2. For interest for wages untimely paid;
 3. For penalties pursuant to Labor Code §266.3; and
- For such other and further relief as the Court deems proper

On the Sixth Cause of Action

1. For statutory penalties pursuant to Labor Code §2802;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiff and Class Members for their past failure to accurately pay overtime, failing to pay minimum wages, failing to reimburse expenses, failing to provide a day's rest in seven, failing to provide accurate itemized wage statements and failing to provide Plaintiff and the Class with rest breaks or the one (1) hour of premium pay when a rest break period was not provided or provided outside of the required time frames as described herein to Plaintiff and Class Members over the last four (4) years in an amount according to proof;
2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court deems proper.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

- 2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

February 22, 2023

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

SOUTH BAY RECYCLING LLC, a California Limited Liability Company
Agent for Service of Process:
ROXANNE L FRYE
50 CALIFORNIA ST. FLOOR 24
SAN FRANCISCO, CA 94111
Receipt No.: 7021 1970 0000 9061 4674

RECOLOGY INC., a California Corporation
Agent for Service of Process:
ROXANNE L FRYE
50 CALIFORNIA ST., 24TH FLOOR
SAN FRANCISCO, CA 94111
Receipt No.: 7021 1970 0000 9061 4681

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

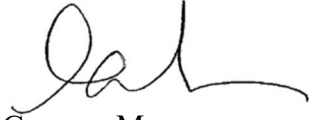
PLEASE TAKE NOTICE that plaintiff RODERICK E GIBBS individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, SOUTH BAY RECYCLING LLC, a California Limited Liability Company and RECOLOGY INC., a California Corporation through its Agent for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Mateo County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint