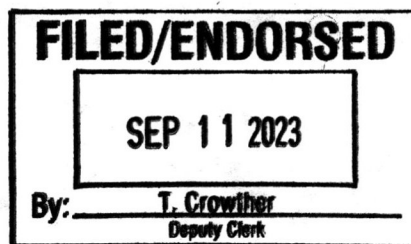


D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469



DAVID YEREMIAN & ASSOCIATES, INC.
David Yeremian (SBN 226337)
david@yeremianlaw.com
880 E Broadway
Glendale, CA 91205
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiffs RICHARD RICO and YALMAR
PASTORA, on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RICHARD RICO, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

PREMIER LOGISTICS &
TRANSPORTATIONS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2023-00334466

CLASS ACTION

Assigned for All Purposes To:

Hon. Jill Talley

Dept.: 27

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et*
seq. and 246
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code §
17200 *et seq.*

BY FAX

12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

Plaintiffs RICHARD RICO and YALMAR PASTORA, (hereinafter collectively “Plaintiffs”) on behalf of themselves and all others similarly situated (collectively, “Employees”; individually, “Employee”) complains of Defendants, and each of them, as follows:

INTRODUCTION

1. Plaintiffs bring this action on behalf of themselves and all current and former Employees within the State of California who, at any time four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt, hourly employees by Defendants PREMIER LOGISTICS & TRANSPORTATIONS, a California corporation, and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code, and seeks redress therefore.

2. Plaintiffs are residents of California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants’ facilities and offices in California. Plaintiffs and the other Class members worked for Defendants in Sacramento County, and in other nonexempt positions,

1 throughout California and, and consistently worked at Defendants' behest without being paid all
2 wages due. More specifically, Plaintiffs and the other similarly situated Class members were
3 employed by Defendants and worked at Defendants' offices and other facilities where the conduct
4 giving rise to the allegations in this Class Action Complaint occurred. Upon information and
5 belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and
6 responsibilities, (2) was subjected to the same policies and practices, and (3) endured similar
7 violations at the hands of Defendants as the other Employee Class members who served in similar
8 and related positions.

9 3. Defendants required Plaintiffs and the Employees in the Class to perform work
10 while remaining under Defendants' control before and after being on the clock for their daily work
11 shift. Defendants thus failed to pay Plaintiffs and the Class members for all hours worked, and
12 provided them with inaccurate wage statements that prevented Plaintiffs and the Class from
13 learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and the Class
14 with lawful meal and rest periods, as employees were not provided with the opportunity to take
15 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

16 **THE PARTIES**

17 **A. The Plaintiffs**

18 4. Plaintiff RICHARD RICO has resided in California and during the time period
19 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
20 the State of California.

21 5. Plaintiff YALMAR PASTORA has resided in California and during the time period
22 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
23 the State of California.

24 **B. The Defendants**

25 6. Defendant PREMIER LOGISTICS & TRANSPORTATIONS ("PLT") is a
26 California corporation with its principle executive office in Sacramento, California, and has been
27 listed as the employer on the wage statements issued to Plaintiffs during the relevant time period.
28 PLT lists a California address in Rancho Cordova, California with the California Secretary of

1 State, and employs Class members in Sacramento County, including at Defendants' offices and
2 facilities in Citrus Heights, California, and throughout California and conducts business
3 throughout California.

4 7. The true names and capacities, whether individual, corporate, associate, or
5 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
6 unknown to Plaintiffs, who therefore sues these Defendants by such fictitious names under Code
7 of Civil Procedure § 474. Plaintiffs are informed and believe and thereon alleges that Defendants
8 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
9 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
10 this Complaint to reflect the true names and capacities of the Defendants designated herein as
11 Does 1 through 50 when their identities become known.

12 8. Plaintiffs are informed and believe and thereon alleges that each Defendant acted in
13 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
14 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
15 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
16 all respects as the employers or joint employers of Employees. Defendants, and each of them,
17 exercised control over the wages, hours or working conditions of Employees, or suffered or
18 permitted Employees to work, or engaged, thereby creating a common law employment
19 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
20 employed Employees.

21 JURISDICTION AND VENUE

22 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
24 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
25 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
26 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
27 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County
28 and Defendants maintain and operate company offices and facilities in Sacramento County, and

1 employ Plaintiffs and other Class members in Sacramento County and throughout California.

2 **FACTUAL BACKGROUND**

3 10. The Employees who comprise the Class and Collective, including Plaintiffs, are
4 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
5 Employees who work in nonexempt positions at the direction of Defendants in the State of
6 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
7 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
8 Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
9 without compensation by conducting pre-trip inspections, preparing trucks for trips, unloading
10 trucks post-trip. Moreover, Employees were not paid for the time that they travelled between
11 Defendants’ worksites on a daily basis. Plaintiffs also contend that Defendants failed to pay
12 Plaintiffs and the Class members all wages due and owing, failed to provide meal and rest breaks,
13 and failed to furnish accurate wage statements, all in violation of various provisions of the
14 California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and
15 Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses.
16 However, upon information and belief, Defendants failed to incorporate all remunerations,
17 including nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
18 calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore,
19 during times when Plaintiffs and Employees worked overtime and received nondiscretionary
20 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all
21 overtime wages by paying a lower overtime rate than required.

22 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
23 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
24 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
25 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
26 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
27 sick pay. Therefore, during times when Plaintiffs and Employees worked overtime and received
28 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed

1 to pay all sick pay by paying a lower overtime rate than required.

2 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
3 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
4 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
5 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
7 vacation pay. Therefore, during times when Plaintiffs and Employees worked overtime and
8 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
9 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

10 13. During the course of Plaintiffs and the Class members' employment with
11 Defendants, they were not paid all wages they were owed, including for all work performed and
12 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
13 labor budgets low.

14 14. As a matter of uniform Company policy, Plaintiffs and the Class members were
15 required to work during their meal and rest breaks which were not compensated by Defendants in
16 violation of the California Labor Code. Plaintiffs and the Class members were also not paid
17 regular wages and overtime for the time they were required to comply with other requirements
18 imposed upon them, which they had to complete while working through their meal and rest
19 breaks and without compensation. As a result Plaintiffs and the Class members worked shifts
20 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
21 the appropriate overtime rate for all such hours, including by being required to perform work
22 duties and tasks without pay and while off-the-clock. As a result, Plaintiffs and the Class
23 members worked substantial overtime hours during their employment with Defendants for which
24 they were not compensated, in violation of the California Labor Code, applicable IWC Wage
25 Orders.

26 15. As a result of the above described the daily work demands and pressures to work
27 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and
28 the Class members were not properly paid for all wages earned and for all wages owed to them by

1 Defendants, including when working more than eight (8) hours in any given day and/or more than
2 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
3 Plaintiffs and Class members incurred overtime hours worked for which they were not adequately
4 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiffs and
5 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
6 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
7 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
8 Labor Code, applicable IWC Wage Orders.

9 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees for all hours worked, and failing to pay minimum wage for all time worked as required
12 by California Law.

13 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants had a consistent policy or practice of failing to pay
15 Employees overtime compensation at premium overtime rates for all hours worked in excess of
16 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
17 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
18 sections of IWC Wage Orders.

19 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants have regularly required Employees to work shifts in excess
21 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
22 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
23 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
24 hour of wages at each Employee's effective regular rate of pay, for each meal period that
25 Defendants failed to provide or deficiently provided.

26 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
28 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did

1 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
2 provided or were deficiently provided at one hour of wages at each Employee's effective regular
3 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

4 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
5 continuing to the present, Defendants have consistently failed to provide Employees with timely,
6 accurate, and itemized wage statements as required by California wage-and-hour laws.
7 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
8 correct overtime wages based on proper regular rate calculations that included nondiscretionary
9 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
10 compensation of their Employees. Moreover, the wage statements given to Employees by
11 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
12 periods and rest breaks all of which Defendants knew or reasonably should have known were
13 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
14 confusing and required Employees to engage in discovery and refer to outside sources to verify
15 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

16 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
17 continuing to the present, Defendants have consistently failed to provide Employees with timely,
18 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

19 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
21 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
22 usage which was necessary to perform their duties under Defendants' employ in violation of Labor
23 Code § 2802.

24 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to keep accurate time and wage
26 records as required by California wage-and-hour laws.

27 24. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
28 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to

1 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
2 required by California wage-and-hour laws.

3 25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
4 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
5 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

6 26. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
7 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
8 enjoyed from their violations of Labor Code.

9 CLASS ALLEGATIONS

10 27. Plaintiffs bring this class action on behalf of themselves and all others similarly
11 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
12 follows: all individuals employed by Defendants, at any time within four (4) years of the filing of
13 this lawsuit, and have been employed by Defendants within the State of California.

14 28. Further, plaintiffs seek to represent the following Subclasses composed of and
15 defined as follows:

16 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
17 compensated for all hours worked for Defendants at the applicable minimum wage.

18 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
19 compensated for all hours worked for Defendants at the required rates of pay, including for all
20 hours worked in excess of eight in a day and/or forty in a week.

21 c. Subclass 3. Vacation Wages Subclass. All Class members who were not
22 compensated at the Employee's regular rate of pay for their vacation wages.

23 d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at
24 the Employee's regular rate of pay for their sick pay wages.

25 e. Subclass 5. Meal Period Subclass. All Class members who were subject to
26 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty
27 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

28 f. Subclass 6. Rest Break Subclass. All Class members who were subject to

1 Defendants' policy and/or practice of failing to authorize and permit Employees to take
2 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
3 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

4 g. Subclass 7. Payroll Records Subclass. All Class members who were subject to
5 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
6 by California wage-and-hour laws.

7 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
8 applicable limitations period, were not provided with accurate itemized wage statements.

9 i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class
10 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
11 the performance of Employees job duties for Defendants which were necessary to perform their
12 duties under Defendants' employ.

13 j. Subclass 11. Termination Pay Subclass. All Class members who, within the
14 applicable limitations period, either voluntarily or involuntarily separated from their employment
15 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
16 termination.

17 k. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
18 result of Defendants' business acts and practices, to the extent such acts and practices are found to
19 be unlawful, deceptive, and/or unfair.

20 29. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
21 modify the class description with greater particularity or further division into subclasses or
22 limitation to particular issues.

23 30. This action has been brought and may properly be maintained as a class action
24 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
25 of interest in litigation and proposed class is easily ascertainable.

26 **A. Numerosity**

27 31. The potential members of the class as defined are so numerous that joinder of all
28 the member of the class is impracticable. While the precise number of class member has not been

1 determined at this time, Plaintiffs are informed and believes that Defendants employ or, during the
2 time period relevant to this lawsuit, employed more than 100 individuals were employed by
3 Defendant's within the State of California.

4 32. Accounting for employee turnover during the relevant time period increases this
5 number substantially. Plaintiffs allege that Defendants' employment records will provide
6 information as to the number and location of all class members.

7 **B. Commonality**

8 33. There are questions of law and fact common to the class that predominate over any
9 questions affecting only individual class members. These common questions of law and fact
10 include:

- 11 a. Whether Defendants failed to pay Employees minimum wages;
- 12 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 13 c. Whether Defendants failed to pay Employees overtime as required under Labor
14 Code § 510;
- 15 d. Whether Defendants failed to pay Employees vacation wages as required under
16 Labor Code § 227.3;
- 17 e. Whether Defendants failed to pay Employees sick pay as required under Labor
18 Code § 245;
- 19 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
20 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
21 premium pay in lieu thereof;
- 22 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
23 Orders, by failing to provide Employees with requisite rest breaks or premium pay
24 in lieu thereof;
- 25 h. Whether Defendants violated Labor Code § 226(a);
- 26 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 27 j. Whether Defendants failed to reimburse Employees for necessary business
28 expenses;

- 1 k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
2 wages and compensation due and owing at the time of termination of employment;
3 l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*;
4 m. Whether Defendants violated Business and Professions Code § 17200 *et seq*.; and
5 n. Whether Employees are entitled to equitable relief pursuant to Business and
6 Professions Code § 17200 *et seq*.

7 **C. Typicality**

8 34. The claims of the named plaintiffs are typical of those of the other Employees.
9 Employees all sustained injuries and damages arising out of and caused by Defendant's common
10 course of conducts in violation of statutes, as well as regulations that have the force and effect of
11 law, as alleged herein.

12 **D. Adequacy of Representation**

13 35. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
14 Counsel who represents Employees are experienced and competent in litigating employment class
15 actions.

16 **E. Superiority of Class Action**

17 36. A class action is superior to other available means for the fair and efficient
18 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
19 questions of law and fact common to all Employees predominate over any questions affecting only
20 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
21 Defendants' illegal policies or practices of failing to compensate Employees properly.

22 37. Class action treatment will allow those persons similarly situated to litigate their
23 claims in the manner that is most efficient and economical for the parties and the judicial system.
24 Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

25 **FIRST CAUSE OF ACTION**

26 **FAILURE TO PAY MINIMUM WAGES**

27 **(Against All Defendants)**

28 38. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 39. Defendants failed to pay Employees minimum wages for all hours worked.
3 Defendants had a consistent policy of misstating Employees time records and failing to pay
4 Employees for all hours worked. Employees would work hours and not receive wages, including
5 as alleged above in connection with working during meal breaks, worked "pre-shift" and "post-
6 shift" without compensation by conducting pre-trip inspections, preparing trucks for trips,
7 unloading trucks post-trip and were not paid for the time that they travelled between Defendants'
8 worksites on a daily basis.. Additionally, Defendants had a consistent policy of failing to pay
9 Employees for hours worked during alleged meal periods for which Employees were consistently
10 denied, as also addressed herein. Moreover, Defendants did not pay Plaintiffs and Employees at
11 the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful
12 wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a
13 result of implementing a uniform policy and practice that denied accurate compensation to
14 Plaintiffs and the other members of the Class as to minimum wage pay.

15 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
16 states:

17 The minimum wage for employees fixed by the commission is the
18 minimum wage to be paid to employees, and the payment of a less
19 wage than the minimum so fixed is unlawful.

20 41. The applicable minimum wages fixed by the commission for work during the
21 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
22 therefore entitled to double the minimum wage during the relevant period.

23 42. The minimum wage provisions of California Labor Code are enforceable by private
24 civil action pursuant to California Labor Code § 1194(a) which states:

25 Notwithstanding any agreement to work for a lesser wage, any
26 employee receiving less than the legal minimum wage or the legal
27 overtime compensation applicable to the employee is entitled to
28 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

43. As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission.

44. California Labor Code § 1194.2 also provides for the following remedies:

In any action under Section 1194 . . . to recover wages because of the payment of a wage less than the minimum wages fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

45. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

46. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

47. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

48. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working “pre-shift” and “post-shift” without compensation by conducting pre-trip inspections, preparing trucks for trips, unloading trucks post-trip. Moreover, Employees were not paid for the time that they

1 travelled between Defendants' worksites on a daily basis. Employees regularly worked over 8
2 hours on a given day without receiving overtime compensation.

3 49. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
4 Employees the correct overtime rate for the recorded overtime hours that they generated. In
5 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
7 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
8 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
9 rate of pay for purposes of calculating the overtime wage rate.

10 50. Therefore, during times when Plaintiffs and Employees worked overtime and
11 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
12 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

13 51. Defendants' failure to pay compensation in a timely fashion also constituted a
14 violation of California Labor Code § 204, which requires that all wages shall be paid
15 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
16 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
17 and overtime compensation earned by Employees. Each such failure to make a timely payment of
18 compensation to Employees constitutes a separate violation of California Labor Code § 204.

19 52. Employees have been damaged by these violations of California Labor Code §§
20 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

21 53. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
22 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
23 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
24 reasonable attorneys' fees and costs.

25 **THIRD CAUSE OF ACTION**

26 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 54. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 55. Employees regularly worked shifts greater than five (5) hours and greater than ten
3 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
4 more than five (5) hours without providing him or her with a meal period of not less than thirty
5 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
6 meal period of not less than thirty (30) minutes.

7 56. Defendants failed to provide Employees with meal periods as required under the
8 Labor Code. Employees were consistently required to work through their meal periods which they
9 were consistently denied. Employees were also required to take meal periods after working well
10 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
11 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
12 period as required by law.

13 57. Moreover, Defendants failed to compensate Employees for each meal period not
14 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
15 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
16 employee a meal period in accordance with this section, the employer shall pay the employee one
17 hour of pay at the employee's regular rate of compensation for each workday that the meal period
18 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
19 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
20 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
21 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
22 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

23 58. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
24 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
25 period not provided or deficiently provided, a sum to be proven at trial.

26 **FOURTH CAUSE OF ACTION**

27 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

28 **(Against All Defendants)**

1 59. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
2 full herein.

3 60. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
4 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
5 not less than ten (10) minutes for each consecutive four (4) hour shift.

6 61. Defendants failed to provide Employees with timely rest breaks of not less than ten
7 (10) minutes for each consecutive four (4) hour shift.

8 62. Moreover, Defendants failed to compensate Employees for each rest period not
9 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
10 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
11 accordance with this section, the employer shall pay the employee one hour of pay at the
12 employee's regular rate of compensation for each workday that the rest period is not provided.
13 Defendants failed to compensate the Employees in the Class for each rest period not provided or
14 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
15 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
16 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
17 or by otherwise incorrectly calculating the regular rate.

18 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
19 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
20 worked without the required rest breaks, a sum to be proven at trial.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PAY VACATION WAGES**

23 **(Against All Defendants)**

24 64. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 65. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
27 employment policy provides for paid vacation and an employee is terminated without having
28 taken off their vested vacation time, all vested vacation shall be paid to them as wages at their

1 final rate in accordance with said contract of employment or policy respecting eligibility or time
2 served.

3 66. Defendants paid nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
5 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

6 67. Therefore, pursuant to, Plaintiffs and Employees seek to recover penalties pursuant
7 to Labor Code § 227.3.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**

10 **(Against All Defendants)**

11 68. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 69. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
14 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
15 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
16 with the pay calculation under California Labor Code § 246(l).

17 70. Defendants paid nondiscretionary commissions, incentive pay, and/or
18 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
19 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
20 calculating the amount of paid sick time due when sick time is used according to the requirements
21 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
22 rate, in violation of the law.

23 71. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
24 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

25 **SEVENTH CAUSE OF ACTION**

26 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

27 **IN VIOLATION OF LABOR CODE § 2802**

28 **(Against All Defendants)**

1 72. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
2 full herein.

3 73. Under Labor Code § 2802(a) an employer must indemnify its employees for all
4 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
5 of his or her duties, or of his or her obedience to the directions of the employer.

6 74. Employees incurred necessary expenditures in the performance of their job duties
7 for Defendants, namely the cost of cell phone usage, which was necessary to perform their duties
8 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
9 continuing to the present, Defendants consistently failed to reimburse Employees for these
10 necessarily incurred business expenses.

11 75. As a result of the unlawful acts of Defendants, Employees have been deprived of
12 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
13 plus interest and penalties thereon, attorneys' fees, and costs.

14 **EIGHTH CAUSE OF ACTION**

15 **VIOLATION OF LABOR CODE § 226(a)**

16 **(Against All Defendants)**

17 76. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 77. California Labor Code § 226(a) requires an employer to furnish each of his or her
20 employees with an accurate, itemized statement in writing showing the gross and net earnings,
21 total hours worked, and the corresponding number of hours worked at each hourly rate; these
22 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
23 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
24 statements may be given to the employee separately from the payment of wages; in either case the
25 employer must give the employee these statements twice a month or each time wages are paid.

26 78. Defendants failed to provide Employees with accurate itemized wage statements in
27 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
28 Defendants, failed to include the above requirements enumerated above. Employees' wage

1 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and
2 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
4 The wage statements provided to Employees were confusing and required Employees to engage in
5 discovery and refer to outside sources to verify whether their pay was correct and potentially
6 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
7 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
8 regular rate calculations that included nondiscretionary commissions, incentive pay, and/or
9 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
10 Moreover, the wage statements given to Employees by Defendants failed to accurately account for
11 wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
12 Defendants knew or reasonably should have known were owed to Employees, as alleged
13 hereinabove. The wage statements provided to Employees were confusing and required
14 Employees to engage in discovery and refer to outside sources to verify whether their pay was
15 correct and potentially resulting in a miscalculation by the Employees.

16 79. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked.

21 80. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
24 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
25 award of costs and reasonable attorneys' fees.

26 81. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
27 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
28 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each

1 employee for each pay period.

2 82. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
3 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
4 shown according to proof.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

9 83. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 84. California Labor Code § 1174 requires that all employers shall keep accurate time
12 and wage records for all employees. California Labor Code § 1174.5 further requires that any
13 employee suffering injury due to a willful violation of the aforementioned obligations may seek
14 damages, including civil penalties, from the employer.

15 85. During the course of Plaintiffs' and Employees' employment, Defendants
16 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
17 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
18 wages, overtime, and premium pay as discussed above.

19 86. Accordingly, Defendants are liable for civil penalties pursuant to the California
20 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

21 **TENTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 203**

23 **(Against All Defendants)**

24 87. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
25 full herein.

26 88. Numerous Employees are no longer employed by Defendants; they either quit
27 Defendants' employ or were fired therefrom.

28 89. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two (72) hours of resignation.

2 90. The wages withheld from these Employees by Defendants remained due and owing
3 for more than thirty (30) days from the date of separation of employment.

4 91. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
6 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
7 to thirty (30) days from the date they were due.

8 **ELEVENTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

10 **(Against All Defendants)**

11 92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 93. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this
14 claim pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as
15 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
16 and the general public. Plaintiffs seek to enforce important rights affecting the public interest
17 within the meaning of Code of Civil Procedure
18 § 1021.5.

19 94. Plaintiffs are a "person" within the meaning of Business & Professions Code
20 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
21 relief, restitution, and other appropriate equitable relief.

22 95. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
23 business practices.

24 96. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
26 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
27 to enforce minimum labor standards, to ensure that employees are not required or permitted to
28 work under substandard and unlawful conditions, and to protect law-abiding employers and their

1 employees from competitors who lower costs to themselves by failing to comply with minimum
2 labor standards.

3 97. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
6 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiffs,
7 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
8 guaranteed to all employees under the law.

9 98. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
10 violation of the Business & Professions Code § 17200 et seq.

11 99. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
12 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
13 care should have known that their conduct was unlawful; therefore their conduct violates the
14 Business & Professions Code § 17200 et seq.

15 100. As a proximate result of the above-mentioned acts of Defendants, Employees have
16 been damaged, in a sum to be proven at trial.

17 101. Unless restrained by this Court Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
19 make such orders or judgments, including the appointment of a receiver, as may be necessary to
20 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
21 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
22 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
23 failed to pay.

24 **TWELFTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

26 **(Against All Defendants)**

27 101. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

1 102. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
2 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
3 alleged violators, Defendants.

4 103. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
5 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
6 penalty provisions, without limitation, based on the following California Labor Code sections:
7 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
8 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

9 104. The penalties shall be allocated as follows: 75% to the Labor and Workforce
10 Development Agency (LWDA) and 25% to the affected employee.

11 105. Employees also seek any and all penalties and remedies set forth in Labor Code §
12 558, which states:

13 (a) Any employer or other person acting on behalf of an employer who
14 violates, or causes to be violated, a section of this chapter or any provision
15 regulating hours and days of work in any order of the Industrial Welfare
16 Commission shall be subject to a civil penalty as follows: (1) For any initial
17 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
18 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

19 (b) If upon inspection or investigation the Labor Commissioner determines that
20 a person had paid or caused to be paid a wage for overtime work in violation of any
21 provision of this chapter, or any provision regulating hours and days of work in any
22 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for
23 citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

24 (c) The civil penalties provided for in this section are in addition to any other
25 civil or criminal penalty provided by law.

26 106. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
27 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
28 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a
2 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
3 extent that Labor Code § 226.3 applies, Plaintiffs and Employees also seeks such penalties on.

4 107. Plaintiffs have exhausted their administrative remedy by sending a certified letter to
5 the LWDA and Defendants postmarked on February 7, 2023 and June 16, 2023. The LWDA has
6 not provided notice of its intent to investigate the alleged violations within 65 calendar days of the
7 postmark date of the letters.

8 **RELIEF REQUESTED**

9 WHEREFORE, Plaintiffs pray for the following relief:

- 10 1. For an order certifying this action as a class action;
- 11 2. For compensatory damages in the amount of the unpaid minimum wages for work
12 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
13 the filing of this action, as may be proven;
- 14 3. For liquidated damages in the amount equal to the unpaid minimum wage and
15 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 16 4. For compensatory damages in the amount of the hourly wage made by Employees
17 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
18 years prior to the filing of this action, as may be proven;
- 19 5. For compensatory damages in the amount of the hourly wage made by Employees
20 for each day requisite rest breaks were not provided or were deficiently provided where no
21 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
22 be proven;
- 23 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 24 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 25 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
26 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 27 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 28 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

1 || 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

2 12. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200 et seq., including disgorgement or profits, as may be proven;

4 || 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

14. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

15. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

16. For all general, special, and incidental damages as may be proven;

12 17. For an award of pre-judgment and post-judgment interest;

13 18. For an award providing for the payment of the costs of this suit;

14 19. For an award of attorneys' fees; and

15 || 20. For such other and further relief as this Court may deem proper and just.

17 || DATED: September 8, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

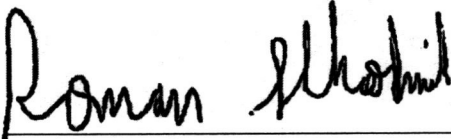
By 
David Yeremian
Roman Shkodnik
Attorneys for Plaintiffs
RICHARD RICO and
YALMAR PASTORA
and the putative class

1 **DEMAND FOR JURY TRIAL**

2 Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

3
4 DATED: September 8, 2023

DAVID YEREMIAN & ASSOCIATES, INC.

5
6 By 

7 David Yeremian
8 Roman Shkodnik
9 Attorneys for Plaintiffs
10 RICHARD RICO and
11 YALMAR PASTORA
12 and the putative class
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

On September 8, 2023, I served the foregoing: **SECOND AMENDED CLASSACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Mollie M. Burks
mburks@grsm.com
Sat Sang Khalsa
skhalsa@grsm.com
Jenna L. Halop
jhalop@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
275 Battery Street, Suite 2000
San Francisco, California 94111

☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(COURTESY COPY BY ELECTRONIC TRANSMISSION)** by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

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

Executed on September 8, 2023, at Glendale, California.


Natalia Bermudes

RECEIVED
CIVIL DROP BOX

2023 SEP 11 PM 1:20

GDSSC COURTHOUSE
SUPERIOR COURT
OF CALIFORNIA
SACRAMENTO COUNTY