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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 16 2023

BY Ar R.
ARADELSI RIZO, DEPUTY

Attorneys for Plaintiff WYLIE SILVA,
on behalf of himself and current and former aggrieved employees

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

WYLIE SILVA, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

FOX TRANSPORTATION, INC.; and DOES 1
to 100, inclusive,

Defendants.

Case No.: **CIV SB 23 10 7 23**

PAGA ACTION

**PLAINTIFF WYLIE SILVA'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff WYLIE SILVA ("Plaintiff"), who alleges and complains against
Defendants FOX TRANSPORTATION, INC.; and DOES 1 to 100, inclusive (collectively
"Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.*
("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself
and other current and former aggrieved employees of Defendants who worked as hourly non-
exempt employees in California during the relevant time period seeking declaratory relief; failure
to pay wages for all hours worked at minimum wage; failure to provide all legally required and/or
compliant meal breaks or pay meal break premium wages; failure to provide all legally required

COMPLAINT

BY FAX

1 and/or compliant rest breaks or pay rest break premium wages; indemnification for all necessary
2 expenditures or losses incurred by employees in direct consequence of discharging their duties;
3 statutory penalties for failure to provide accurate wage statements; statutory waiting time penalties
4 in the form of continuation wages for failure to timely pay employees all wages due upon
5 separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor
6 and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor
7 Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and
8 others aggrieved.

9 **II. JURISDICTION AND VENUE**

10 2. This Court has jurisdiction over the claims of Plaintiff and all other current and
11 former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks
12 civil penalties on behalf of herself, all other current and former aggrieved California-based hourly
13 non-exempt employees, and the State of California in excess of twenty-five thousand dollars
14 (\$25,000); Defendants employed Plaintiff and all other current and former aggrieved California-
15 based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former
16 aggrieved California-based hourly non-exempt employees occurred in locations throughout
17 California, including but not limited to San Bernardino County, at 8610 Helms Ave, Rancho
18 Cucamonga, CA 91730.

19 3. In response to the COVID-19 pandemic, the Judicial Council of California enacted
20 Emergency Rule 9 to the California Rules of Court, which provided that, notwithstanding any
21 other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are
22 tolled from April 6, 2020, until October 1, 2020.

23 **III. PARTIES**

24 4. Plaintiff brings this action as a representative of the Labor and Workforce
25 Development Agency on behalf of himself and other current and former employees subject to
26 violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action is
27 filed include current, former and/or future employees of Defendants who work, worked, or will
28 work for Defendants as direct employees as well as temporary employees employed through temp

1 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
2 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
3 employed by Defendants in an hourly position at Defendants' location in San Bernardino from in
4 or around February 2022, until on or about June 7, 2022.

5 5. Plaintiff is informed and believes and thereon alleges that Defendant FOX
6 TRANSPORTATION, INC. is authorized to do business within the State of California and is
7 doing business in the State of California and/or that Defendants DOES 1-50 are, and at all times
8 relevant hereto were persons acting on behalf of Defendant FOX TRANSPORTATION, INC. in
9 the establishment of, or ratification of, the aforementioned illegal wage and hour practices or
10 policies. Defendant FOX TRANSPORTATION, INC. operates in San Bernardino County and
11 employed Plaintiff and aggrieved employees in San Bernardino County, including but not limited
12 to, at 8610 Helms Ave, Rancho Cucamonga, CA 91730.

13 6. Plaintiff is informed and believes and thereon alleges that Defendants DOES 1
14 through 50 are corporations, or are other business entities or organizations of a nature unknown to
15 Plaintiff that employed Plaintiff and aggrieved California non-exempt employees, permitted
16 Plaintiff and aggrieved employees to work, and exercised control over the wages, hours and
17 working conditions of employment of Plaintiff and aggrieved employees.

18 7. Plaintiff is informed and believes and thereon alleges that Defendants DOES 51
19 through 100 are individuals unknown to Plaintiff. Each of the individual defendants is sued
20 individually and in his or her capacity as an agent, shareholder, owner, representative, manager,
21 supervisor, independent contractor and/or employee of each defendant who violated or caused to
22 be violated the minimum wage and overtime provisions of the Labor Code and/or any provision of
23 the Industrial Welfare Commission's wage orders regulating hours and days of work.

24 8. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff
25 sues said defendants by said fictitious names, and will amend this complaint when the true names
26 and capacities are ascertained or when such facts pertaining to liability are ascertained, or as
27 permitted by law or by the Court. Plaintiff is informed and believes that each of the fictitiously
28 named defendants is in some manner responsible for the events and allegations set forth in this

1 complaint.

2 9. Plaintiff makes the allegations in this complaint without any admission that, as to
3 any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and
4 Plaintiff reserves all of Plaintiff's right to plead in the alternative.

5 **FIRST CAUSE OF ACTION**

6 **CIVIL PENALTIES AND WAGES PURSUANT TO THE PRIVATE ATTORNEYS**

7 **GENERAL ACT OF 2004, LABOR CODE SECTIONS 2698, ET SEQ.**

8 **(Against all Defendants by Plaintiff)**

9 10. Plaintiff incorporates all paragraphs above as though fully set forth herein.

10 11. During the period beginning one (1) year preceding Plaintiff sending the initial
11 PAGA Claim Notice to the LWDA to the present, Defendants violated Labor Code sections 201,
12 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 2802, and the applicable Wage Orders.

13 12. Specifically, Defendants have committed the following violations of California
14 Labor Code:

15 13. **Declaratory relief:** Plaintiff and other current and former aggrieved California-
16 based hourly non-exempt truck drivers are Defendant's employees, not independent contractors.
17 Employer retain and exercise significant control over the details of Plaintiff and other current and
18 former aggrieved California-based hourly non-exempt truck drivers work. Plaintiff and other
19 current and former aggrieved California-based hourly non-exempt contractor owner operators are
20 integral to the operation of Employer's core business; they are hired to pick up, transport, and
21 deliver freight in California based on times, locations and for amounts determined by Defendant.

22 14. Additionally, Defendant control Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt truck drivers pick-up and delivery schedules. Defendant
24 provide Plaintiff and other similarly situated independent contractor owner operators with a
25 mobile digital tablet computer and/or an onboard digital tablet or other GPS tracking device on
26 each drivers' truck and keeps track of the drivers' every location. Employer routinely send pick-
27 up and delivery schedules and locations, and preferred routes to the drivers' tablets and/or onboard
28 computers.

1 15. Despite Defendant pervasive control over all aspects of its transportation services
2 and owner operators, Employer misclassify Plaintiff and other current and former aggrieved
3 California-based hourly non-exempt truck drivers as independent contractor owner operators as
4 independent contractors. However, pursuant to California law, Defendant should have classified
5 Plaintiff and other current and former aggrieved California-based hourly non-exempt truck drivers
6 as employees.

7 16. **Failure to pay wages for all hours worked at the legal minimum wage:**
8 Defendants employed many of their employees, including Plaintiff, as hourly non-exempt
9 employees. In California, an employer is required to pay hourly employees for all “hours worked,”
10 which includes all time that an employee is under control of the employer and all time the
11 employee is suffered and permitted to work. This includes the time an employee spends, either
12 directly or indirectly, performing services which inure to the benefit of the employer.

13 17. Labor Code sections 1194 and 1197 require an employer to compensate employees
14 for all “hours worked” at least at a minimum wage rate of pay as established by the IWC and the
15 Wage Orders.

16 18. In this case, Plaintiff and other current and former aggrieved California-based
17 hourly non-exempt employees worked more minutes per shift than Defendants credited them with
18 having worked. Specifically, Defendants failed to pay Plaintiff and other current and former
19 aggrieved California-based hourly non-exempt employees all wages at the applicable minimum
20 wage for all hours worked due to Defendants’ policies, practices, and/or procedures including, but
21 not limited to:

22 (a) As misclassified independent contractor owner operators, Defendant paid Plaintiff
23 and other current and former aggrieved California-based hourly non-exempt truck drivers based on
24 each trip, which did not include payment for all “hours worked” such as, pre-trip and post-trip
25 inspections and/or attending mandatory meetings.

26 19. Therefore, Defendants suffered, permitted, and required Plaintiff and other current
27 and former aggrieved California-based hourly non-exempt employees to be subject to Defendants’
28 control without paying wages for that time. This resulted in Plaintiff and other current and former

1 aggrieved California-based hourly non-exempt employees working time for which they were not
2 compensated any wages, in violation of Labor Code sections 1194 and 1197 and the applicable
3 Wage Order.

4 20. **Failure to pay wages to hourly non-exempt employees for workdays that**
5 **Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other
6 current and former aggrieved California-based hourly non-exempt employees regularly worked
7 shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

8 21. California law requires an employer to authorize or permit an employee an
9 uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of
10 all duties and the employer relinquishes control over the employee's activities prior to the
11 employee's sixth hour of work. Labor Code sections 226.7, 512; Wage Order 9 at §11; *Brinker*
12 *Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an
13 employee for a work period of more than ten (10) hours per day without providing the employee
14 with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh
15 hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the meal period
16 shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal
17 period is only permitted when: (1) the nature of the work prevents an employee from being
18 relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal periods.

19 22. If an employer fails to provide an employee a meal period in accordance with the
20 law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay
21 for each workday that a legally required and compliant meal period was not provided. Labor Code
22 section 226.7; Wage Order 9 at §11.

23 23. The Federal Motor Carrier Safety Act does not preempt California's meal and rest
24 break rules as applied to truck drivers before December 28, 2019. *Garcia v. Superior Court* (June
25 21, 2022) no. B315701; 2022 Cal. App. LEXIS 538.

26 24. In this case, Defendants failed to authorize or permit legally required and compliant
27 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
28 exempt employees due to Defendants' policies, practices, and/or procedures, including but not

1 limited to:

2 (a) As misclassified independent contractor owner operators, from four (4) years prior
3 to the filing of the complaint until December 27, 2019, Defendant failed to provide Plaintiff and
4 other current and former aggrieved California-based hourly non-exempt truck drivers with duty-
5 free meal breaks of 30 minutes for every five hours worked.

6 25. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
7 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
9 workday that Plaintiff and other current and former aggrieved California-based hourly non-exempt
10 employees did not receive legally required and compliant meal periods, in violation of Labor Code
11 section 226.7.

12 26. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
13 and other current and former aggrieved California-based hourly non-exempt employees not
14 receiving wages to compensate them for workdays during which Defendants did not provide them
15 with meal periods in compliance with California law.

16 27. **Failure to pay wages to hourly non-exempt employees for workdays that**
17 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
18 current and former aggrieved California-based hourly non-exempt employees regularly worked
19 shifts of more than three-and-a-half (3.5) hours.

20 28. California law requires every employer to authorize and permit an employee a rest
21 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
22 Code section 226.7; Wage Order 9 at §12. Under California law, "[e]mployees are entitled to 10
23 minutes' rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
24 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
25 on." *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
26 section 226.7; Wage Order 9 at §12. Rest periods, insofar as practicable, shall be in the middle of
27 each work period. Wage Order 9 at §12. Additionally, the rest period requirement "obligates
28 employers to permit – and authorizes employees to take – off-duty rest periods." *Augustus v. ABM*

1 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
2 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

3 29. If the employer fails to authorize or permit a required rest period, the employer
4 must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday
5 the employer did not authorize or permit a legally required rest period. Labor Code section 226.7;
6 Wage Order 9 at § 12.

7 30. The Federal Motor Carrier Safety Act does not preempt California's meal and rest
8 break rules as applied to truck drivers before December 28, 2019. *Garcia v. Superior Court* (June
9 21, 2022) no. B315701; 2022 Cal. App. LEXIS 538.

10 31. In this case, Defendants failed to authorize or permit all legally required and
11 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
12 non-exempt employees due to Defendants' policies, practices, and/or procedures including, but not
13 limited to:

14 (a) As misclassified independent contractor owner operators, from four (4) years prior
15 to the filing of the complaint until December 27, 2019, Defendant failed to provide Plaintiff and
16 other current and former aggrieved California-based hourly non-exempt truck drivers who were
17 misclassified as independent contractor owner operators with duty-free net ten-minute rest breaks
18 for every four hours worked or major fraction thereof.

19 32. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
20 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
22 workday they did not receive legally required and compliant rest periods, in violation of Labor
23 Code section 226.7.

24 33. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees not
26 receiving wages to compensate them for workdays in which Defendants did not provide them with
27 rest periods in compliance with California law.

28 34. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**

1 **Employment:** California law requires that every employer must indemnify its employees for all
2 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
3 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
4 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
5 2802.)

6 35. Defendants employed policies, practices, and/or procedures of impermissibly
7 passing business-related expenses to Plaintiff and similarly situated truck drivers who were
8 misclassified as independent contractor owner operators who Defendants required to pay
9 necessary employment-related expenses in the discharge of their duties including, but not limited
10 to, the following:

- 11 (a) Insurance;
- 12 (b) Fuel;
- 13 (c) Truck Registration;
- 14 (d) Truck Lease Payment; and
- 15 (e) Truck Maintenance.

16 36. Moreover, Defendants employed policies and procedures which ensured Plaintiff
17 and aggrieved employees would not receive indemnification for their employment related
18 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
19 indemnification in compliance with California law.

20 37. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
21 employment related expenses, including but not limited to costs related to use of their personal
22 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

23 38. **Failure to timely pay earned wages during employment:** In California, wages
24 must be paid at least twice during each calendar month on days designated in advance by the
25 employer as regular paydays, subject to some exceptions. Labor Code section 204(a). Wages
26 earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the
27 16th and the 26th day of that month and wages earned between the 16th and the last day,
28 inclusive, of any calendar month must be paid between the 1st and 10th day of the following

1 month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be
2 paid within seven (7) calendar days following the close of the payroll period in which wages were
3 earned. Labor Code section 204(d).

4 39. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
5 to timely pay Plaintiff's and other current and former aggrieved California-based hourly non-
6 exempt employees' earned wages (including minimum wages, meal period premium wages,
7 and/or rest period premium wages), in violation of Labor Code section 204. Defendants'
8 aforementioned policies, practices, and/or procedures resulted in their failure to pay Plaintiff's and
9 other current and former aggrieved California-based hourly non-exempt employees' their earned
10 wages within the applicable time frames outlined in Labor Code section 204.

11 40. **Failure to provide complete and accurate wage statements:** Labor Code section
12 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
13 employee his or her wages, the employer must "furnish each of his or her employees ... an
14 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
15 employee, except for any employee whose compensation is solely based on a salary and who is
16 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
17 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
18 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
19 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
20 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
21 name of the employee and his or her social security number, (8) the name and address of the legal
22 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
23 the corresponding number of hours worked at each hourly rate by the employee."

24 41. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
25 and other current and former aggrieved California-based hourly non-exempt employees all wages
26 earned (including minimum wages, meal period premium wages, and/or rest period premium
27 wages), rendered Plaintiff's and other current and former aggrieved California-based hourly non-
28 exempt employees' wage statements inaccurate, in violation of Labor Code section 226.

1 42. **Failure to pay employees all wages due at time of termination/resignation:** An
2 employer is required to pay all unpaid wages timely after an employee's employment ends. The
3 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
4 hours of resignation (Labor Code section 202).

5 43. As a derivative of Plaintiff's allegations above, because Defendants failed to pay
6 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
7 all their earned wages (including minimum wages, meal period premium wages, and/or rest period
8 premium wages), Defendants failed to pay those employees timely after each employee's
9 termination and/or resignation, in violation of Labor Code sections 201, 202, and 203.

10 44. Defendants' violations of Wage Order 9 constituted violations of Labor Code
11 section 1198, which prohibits employment under conditions of labor that violate the Wage Orders.

12 45. Labor Code sections 2699, subdivisions (a) and (g) authorize an aggrieved
13 employee, on behalf of himself or herself and other current or former employees, to bring a civil
14 action to recover civil penalties against all Defendants pursuant to the procedures specified in
15 Labor Code section 2699.3.

16 46. Plaintiff has complied with the procedures for bringing suit specified in Labor
17 Code section 2699.3. On March 8, 2023, Plaintiff filed a PAGA Claim Notice with the LWDA
18 and provided notice to Defendants by certified mail which provided notice of the specific
19 provisions of the Labor Code alleged to have been violated, including the facts and theories to
20 support the violations alleged.

21 47. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
22 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
23 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
24 parties notice within 60 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
25 to investigate Plaintiff's claims.

26 48. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
27 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204 226, 226.7, 510,
28 512, 1194, 1197, 1198, and 2802, beginning one (1) year preceding Plaintiff sending the initial

1 PAGA Claim Notice to the LWDA to the present, in the following amounts:

2 a. For violations of Labor Code sections 201, 202, 203, 204, 226.7, 512, 1198,
3 and 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
4 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
5 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

6 b. For violations of Labor Code section 226, two hundred fifty dollars (\$250)
7 for each employee for each pay period for the initial violation, and for each subsequent violation,
8 one thousand dollars (\$1000) for each underpaid employee for each pay period [penalty amounts
9 established by Labor Code section 226.3].

10 c. For violations of Labor Code section 510, fifty dollars (\$50) for each
11 employee for each pay period for the initial violation, and for each subsequent violation, one
12 hundred dollars (\$100) for each underpaid employee for each pay period [penalty amounts
13 established by Labor Code section 558] and any unpaid wages.

14 d. For violations of Labor Code section 1194 and 1197, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for the initial violation, and for each
16 subsequent violation, two hundred fifty dollars (\$250) for each underpaid employee for each pay
17 period [penalty amounts established by Labor Code section 1197.1] and any unpaid wages.

18 49. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
19 reasonable attorneys' fees and costs in connection with his claims for civil penalties.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF AND ON OTHER**
22 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

23 **ON THE FIRST CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the provisions of the Labor Code and
25 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

26 2. For any and all legally applicable penalties during the relevant statute of limitations
27 subject to any permissible tolling, including but not limited to those recoverable under the
28 California Labor Code, including but not limited to section 2699(f);

1 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
2 under California Labor Code section 2699(g); and

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate

5
6 Dated: May 15, 2023

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

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8 By: *Vincent C. Granberry*
9 Joseph Lavi, Esq.
10 Vincent C. Granberry, Esq.
11 Courtney M. Miller, Esq.
12 Attorneys for Plaintiff
13 WYLIE SILVA
14 on behalf of himself and current and former
15 aggrieved employees
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