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SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

SOMALIA GOODWIN and JOHN A. MCGEHEE, as individuals on behalf of themselves and on behalf of all others similarly situated,

Plaintiffs,

v.

SAVE MART SUPERMARKETS, LLC, a California Limited Liability Company; and DOES 1-100, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-2062

SECOND AMENDED CLASS ACTION COMPLAINT FOR:

1. Recovery of Unpaid Minimum Wages and Liquidated Damages
2. Recovery of Unpaid Overtime Wages
3. Failure to Provide Meal Periods or Compensation in Lieu Thereof
4. Failure to Provide Rest Periods or Compensation in Lieu Thereof
5. Failure to Furnish Accurate Itemized Wage Statements
6. Failure to Timely Pay All Wages Due Upon Separation of Employment
7. Failure to Pay Reporting Time Pay
8. Failure to Reimburse Business Expenses
9. Unfair Competition and
10. Violation of the Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

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Attorneys for Plaintiff JOHN A. MCGEHEE,

1 Plaintiffs, SOMALIA GOODWIN (“Plaintiff Goodwin”) and JOHN A. MCGEHEE
2 (“Plaintiff McGehee”) (collectively “PLAINTIFFS”), individuals on behalf of PLAINTIFFS and all
3 other similarly situated Class Members (as defined below) and Aggrieved Employees (defined
4 below), hereby files this Second Amended Complaint against Defendants SAVE MART
5 SUPERMARKETS LLC, a California Limited Liability Company; and DOES 1-100, inclusive,
6 (collectively referred to herein as “DEFENDANTS”). PLAINTIFFS are informed and believe and
7 thereon allege as follows:

8 **JURISDICTION AND VENUE**

9 1. This court possesses original subject matter jurisdiction over this matter. Venue is
10 proper in the County of San Joaquin pursuant to California Code of Civil Procedure section 395.5
11 because DEFENDANTS transact business within this judicial district, DEFENDANTS employed
12 Plaintiff Goodwin to work in this judicial district and some of the acts, omissions, and conduct
13 alleged by PLAINTIFFS herein occurred in this this judicial district. *See also Crestwood Behavioral*
14 *Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in
15 any county where the defendants committed Labor Code violations against some of its employees).

16 **THE PARTIES**

17 2. Plaintiff Goodwin is, and at all relevant times, was an individual domiciled in the
18 State of California and a citizen of the State of California. Plaintiff Goodwin was employed by
19 DEFENDANTS in the State of California as a non-exempt employee from in or around end of 2021
20 to approximately April 15, 2022. Plaintiff Goodwin worked for DEFENDANTS as a deli clerk. As
21 a deli clerk, PLAINTIFF was tasked with customer service duties. Plaintiff Goodwin was paid
22 approximately \$15.25 per hour.

23 3. Plaintiff McGehee was, at all times relevant to this action, a resident of California.
24 Plaintiff McGehee was employed by Defendants in approximately July 2021, as a Non-Exempt
25 Employee with the title of Produce Clerk and worked during the liability period for Defendants until
26 Plaintiff’s separation from Defendants’ employ in approximately May 25, 2022. Plaintiff
27 McGehee’s duties included but were not limited to putting produce on the displays.

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4. DEFENDANT SAVE MART SUPERMARKETS LLC is a California limited liability company and California corporation and, at all relevant times, were authorized to do business within the State of California and are doing business in the State of California.

5. DEFENDANTS own, operate, or otherwise manage grocery stores throughout Northern California.

6. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFFS, who therefore sue each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFFS will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

7. PLAINTIFFS are further informed and believe that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFFS are further informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

CLASS ALLEGATIONS

8. PLAINTIFFS bring this action on behalf of PLAINTIFFS, and all others similarly situated as a class action pursuant to Code of Civil Procedure section 382. The class PLAINTIFFS seeks to represent are defined as follows and referred to as the “Class” or “Class Members”:

All current and former non-exempt employees that worked either directly or via a staffing agency for DEFENDANTS at any location

1 in California at any time within the four years prior to the filing of the
2 initial Complaint (“Class Period”).

3 a. Numerosity. While the exact number of Class Members is unknown to
4 PLAINTIFFS at this time, the Class is so numerous that the individual joinder
5 of all members is impractical under the circumstances of this case. PLAINTIFFS
6 are informed and believe the Class consists of at least 100 individuals.

7 b. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
8 because common questions of law and fact predominate over individual issues.
9 Common questions include, but are not limited to, the following: (1) whether
10 DEFENDANTS understated hours worked and failed to pay all amounts due to
11 PLAINTIFFS and the Class Members for wages earned, including minimum
12 and overtime wages, under California law; (2) whether DEFENDANTS
13 provided PLAINTIFFS and the Class Members with all meal periods or
14 premium payments in lieu thereof in compliance with California law; (3)
15 whether DEFENDANTS provided PLAINTIFFS and the Class Members with
16 all rest periods or premium payments in lieu thereof, in compliance with
17 California law; (4) whether DEFENDANTS provided PLAINTIFFS and Class
18 Members with accurate, itemized wage statements in compliance with
19 California law, displaying, including but not limited to, the total hours worked
20 during the pay period; (5) whether DEFENDANTS timely paid PLAINTIFFS
21 and the Class Members all wages due upon separation of employment; (6)
22 whether DEFENDANTS failed to reimburse PLAINTIFFS and the Class
23 Members for all business expenses; (7) whether DEFENDANTS failed to Pay
24 Vested Vacation Pay at Separation; (8) whether DEFENDANTS failed to pay
25 reporting time pay; and (9) whether DEFENDANTS violated California
26 Business and Professions Code sections 17200, *et seq.*

27 c. Ascertainable Class. The proposed Class is ascertainable as members can be
28 identified and located using information in DEFENDANTS’ business, payroll

1 and personnel records.

- 2 d. Typicality. PLAINTIFFS' claims are typical of the claims of the Class
3 Members. PLAINTIFFS suffered a similar injury as members of the Class as a
4 result of DEFENDANTS' common practices regarding, *inter-alia*, failure to
5 calculate and pay all owed minimum and overtime wages, failure to provide
6 proper meal periods and rest periods or premium compensation in lieu thereof,
7 failure to provide accurate wage statements, failure to reimburse business
8 expenses, and failure to timely pay all wages due upon separation of
9 employment.
- 10 e. Adequacy. PLAINTIFFS will fairly and adequately protect the interests of the
11 Class Members. PLAINTIFFS have no interests adverse to the interests of the
12 other Class Members. Counsel who represent PLAINTIFFS are competent and
13 experienced in litigating similar class action cases and are California lawyers in
14 good standing. Counsel for PLAINTIFFS have the experience and resources to
15 vigorously prosecute this case.
- 16 f. Superiority. A class action is superior to other available means for the fair and
17 efficient adjudication of this controversy since individual joinder of all members
18 of the class is impractical. Class action treatment will permit a large number of
19 similarly situated persons to prosecute their common claims in a single forum
20 simultaneously, efficiently, and without the unnecessary duplication of effort
21 and expense that numerous individual actions would engender. Furthermore, as
22 the damages suffered by each individual member of the Class may be relatively
23 small, the expenses and burden of individual litigation would make it difficult
24 or impossible for individual members of the Class to redress the wrongs done to
25 them, while an important public interest will be served by addressing the matter
26 as a class action. The cost to the court system of adjudication of such
27 individualized litigation would be substantial. Individualized litigation would
28 also present the potential for inconsistent or contradictory judgments. Finally,

1 the alternative of filing a claim with the California Labor Commissioner is not
2 superior, given the lack of discovery in such proceedings, the fact that there are
3 fewer available remedies, and the losing party has the right to a trial de novo in
4 the Superior Court.

5 **FACTUAL AND LEGAL ALLEGATIONS**

6 9. During the relevant period, PLAINTIFFS, and each of the Class Members and
7 Aggrieved Employees worked for DEFENDANTS in the State of California. At all times referenced
8 herein, DEFENDANTS exercised control over PLAINTIFFS and Class Members and Aggrieved
9 Employees and suffered and/or permitted them to work.

10 10. Plaintiff Goodwin was employed by DEFENDANTS as a non-exempt employee.
11 Plaintiff Goodwin worked for DEFENDANTS as a deli clerk at, including but not limited to,
12 DEFENDANTS' Stockton, California location from around 2021 through April 15, 2022. Plaintiff
13 Goodwin regularly worked at least nine (9) hours per day, at least five (5) days per week.

14 11. Plaintiff McGehee was employed by DEFENDANTS as a non-exempt employee.
15 Plaintiff McGehee worked for DEFENDANTS as a Produce Clerk at, including but not limited to,
16 DEFENDANTS' Santa Rosa, California location from around July 2021 through May of 2022.
17 Plaintiff McGehee regularly worked well over eight (8) hours in a day and forty (40) hours in a work
18 week.

19 12. At all relevant times, PLAINTIFFS were non-exempt employees that were paid on
20 an hourly basis for time counted by DEFENDANTS as hours worked.

21 13. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
22 PLAINTIFFS and Class Members and Aggrieved Employees for all hours worked, resulting in the
23 underpayment of minimum and overtime wages. DEFENDANTS failed to compensate
24 PLAINTIFFS and Class Members and Aggrieved Employees for all hours worked by virtue of,
25 DEFENDANTS' and failure to relieve employees of all duties/employer control during unpaid meal
26 periods or otherwise unlawful practices for missed or improper meal periods, as explained below.

27 14. Based on information and belief, Class Members and Aggrieved Employees were
28 not paid for all hours worked due to DEFENDANTS' policy and/or practice of mandated off-the

1 clock work policies and/or practices. For example, at times, DEFENDANTS required PLAINTIFFS
2 to clock out for the end of her shift but to continue completing work duties she had not completed
3 within the course of her scheduled shift, such as, but not limited to, stocking items and/or completing
4 other work tasks, resulting in the underpayment of wages owed to PLAINTIFFS. Based on
5 information and belief, DEFENDANTS required other Class Members and Aggrieved Employees
6 to assist customers and/or complete other work tasks after clocking out for a shift. This work time
7 was completed off-the-clock/outside of the scheduled shift and was uncompensated resulting in
8 unpaid minimum and overtime wages owed to Class Members and Aggrieved Employees.

9 15. Based on information and belief, DEFENDANTS did not compensate Class
10 Members and Aggrieved Employees for time spent donning and doffing personal protective
11 equipment and/or uniforms/work clothing (e.g., rubber gloves, hairnets, aprons, hats, and/or face
12 masks) during meal periods, rest periods, before the start of a scheduled shift, and after completing
13 a scheduled shift.

14 16. Based on information and belief, at times, DEFENDANTS' electronic time-keeping
15 system / computer terminal malfunctioned such that Class Members and Aggrieved Employees were
16 required to either reinitiate and/or otherwise troubleshoot the system and/or wait for the system to
17 boot prior to being able to clock in and/or were unable to clock in at all for the start of their shifts
18 and/or clock back in from meal periods, resulting in off-the-clock work and the underpayment of
19 wages owed to Class Members and Aggrieved Employees. Based on information and belief, Class
20 Members and Aggrieved Employees experienced the same issues when clocking out for shifts and/or
21 back in for meal periods. This time spent under DEFENDANTS' control was not recorded and not
22 compensated and resulted in unpaid minimum wages owed to Class Members and Aggrieved
23 Employees.

24 17. Based on information and belief, DEFENDANTS required Class Members and
25 Aggrieved Employees to undergo security checks prior to clocking in for the start of their shifts,
26 before clocking back in from meal periods and/or after clocking out for their shifts, resulting in
27 uncompensated work time, and the underpayment of minimum and overtime wages owed to Class
28 Members and Aggrieved Employees.

1 18. Based on information and belief, PLAINTIFFS and other Class Members and
2 Aggrieved Employees were required to complete other off-the-clock work tasks before clocking in
3 for the start of their shifts, after clocking out for the end of their shifts and/or during uncompensated
4 meal periods, resulting in significant off-the-clock work and the underpayment of minimum and
5 overtime wages owed to PLAINTIFFS and other Class Members and Aggrieved Employees.

6 19. Based on information and belief, DEFENDANTS failed to pay Class Members and
7 Aggrieved Employees for time they were required to spend completing orientation, policy
8 questionnaires, and/or time spent completing the onboarding process including but not limited to
9 reviewing various documents and policies provided by DEFENDANTS, as well as pre- and post-
10 shift duties that DEFENDANTS required PLAINTIFFS and Class Members and Aggrieved
11 Employees to conduct while off-the-clock. Based on information and belief, this work time was
12 completed off-the-clock and was not compensated.

13 20. DEFENDANTS' failure to pay for all time worked by virtue of its failure to provide
14 lawful meal periods, and/or other off-the-clock work practices and policies, resulted in the
15 underpayment of minimum wages owed to PLAINTIFFS and Class Members and Aggrieved
16 Employees as well as unpaid overtime wages for those Class Members and Aggrieved Employees
17 who worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

18 21. Based on information and belief, DEFENDANTS had actual and/or constructive
19 knowledge that its failure to provide lawful meal periods (as described below) and/or other off-the-
20 clock work resulted in the underpayment of minimum wages owed to PLAINTIFFS and other Class
21 Members and Aggrieved Employees, in violation of California's minimum and overtime wage laws.

22 22. Based on information and belief, DEFENDANTS failed and continue to fail to pay
23 Class Members and Aggrieved Employees two times their regular rate of pay for time worked
24 beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh
25 consecutive day of work in a work week, in violation of California's overtime laws.

26 23. **Meal Period Violations.** PLAINTIFFS and other Class Members and Aggrieved
27 Employees consistently worked shifts of at least five and one-half hours or more, entitling them to
28 at least one meal period. However, PLAINTIFFS and other Class Members and Aggrieved

1 Employees would not receive legally compliant thirty (30) minute first and second meal periods.
2 Based on information and belief, Class Members and Aggrieved Employees were consistently
3 unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to take
4 late meal periods, interrupted meal periods, and/or work through part or all their meal periods due
5 to understaffing, the nature and constraints of their job duties and/or commentary from supervisors
6 pressuring them to take non-compliant meal periods or skip meal periods completely.

7 24. Based on information and belief, other Class Members and Aggrieved Employees
8 were consistently suffered and permitted to take meal periods past the fifth hour of work and/or had
9 their meal periods interrupted, cut short, restricted to DEFENDANTS' premises and/or otherwise
10 on duty due to commentary from supervisors, understaffing, the nature and constraints of their job
11 duties, and/or the need to meet DEFENDANTS' goals and expectations. For example, at times,
12 PLAINTIFFS' meal periods were interrupted and/or late at least once per week due to the need to
13 assist customers, prepare food and/or complete other work tasks. Notably, wage statements issued
14 by DEFENDANTS to PLAINTIFFS do not reflect the payment of a single meal period premium to
15 PLAINTIFFS during their employment. Based on information and belief, other Class Members and
16 Aggrieved Employees were from time to time required to clock out but to continue working during
17 unpaid meal periods and/or were required to take their meal periods late (i.e. after working more
18 than five (5) hours) due to the need to assist customers and/or complete other work tasks but were
19 not paid any and/or all owed meal period premiums at the proper rates.

20 25. Based on information and belief, DEFENDANTS implemented policies and/or
21 practices that failed to relieve Class Members and Aggrieved Employees of all duties and
22 DEFENDANTS' control during unpaid meal periods.

23 26. Based on information and belief, DEFENDANTS required Class Members and
24 Aggrieved Employees to complete off-the-clock work prior to their scheduled shift time which
25 DEFENDANTS failed to take into account when scheduling meal periods for Class Members and
26 Aggrieved Employees. Based on information and belief, meal periods were late, in part due to
27 unaccounted pre-shift off-the-clock work.

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1 27. Moreover, per DEFENDANTS' uniform policy and practice, Class Members and
2 Aggrieved Employees who worked shifts of more than ten hours did not receive a second legally
3 compliant thirty (30) minute second meal period.

4 28. Based on information and belief, DEFENDANTS failed to instruct PLAINTIFFS
5 and other Class Members and Aggrieved Employees as to the timing and duty-free nature of meal
6 periods. Based on further information and belief, DEFENDANTS did not have a compliant written
7 meal period policy, nor did DEFENDANTS have any sort of compliant policy in practice.

8 29. Based on information and belief, DEFENDANTS had actual and/or constructive
9 knowledge that its policies and practices resulted in the denial of uninterrupted meal periods which
10 were free of DEFENDANTS' control owed to PLAINTIFFS and other Class Members and
11 Aggrieved Employees, in violation of California's meal period laws.

12 30. DEFENDANTS failed to pay PLAINTIFFS and other Class Members and Aggrieved
13 Employees, an additional hour of wages at their respective regular rates of compensation for each
14 workday a lawful meal period was not provided. DEFENDANTS either failed to pay a meal period
15 premium at all for each workday a lawful meal period was not provided and/or failed to pay the
16 proper meal period premium for failure to incorporate all non-discretionary remuneration, including
17 but not limited to, bonuses, shift differential pay and/or other non-discretionary compensation into
18 the regular rate or compensation for purposes of calculating the owed meal period premium.

19 31. **Rest Period Violations.** DEFENDANTS did not properly authorize and provide
20 PLAINTIFFS and other Class Members and Aggrieved Employees with legally compliant rest
21 periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable,
22 are provided in the middle of the work period, as required by law.

23 32. PLAINTIFFS and other Class Members and Aggrieved Employees were not
24 adequately informed, authorized, instructed about, nor permitted an opportunity to take proper rest
25 periods per California law. Based on information and belief, DEFENDANTS had no policy in place
26 nor instruction as to the taking of duty-free rest periods.

27 33. Based on information and belief, DEFENDANTS did not have a have a compliant
28 written rest period policy, nor did DEFENDANTS have any sort of compliant rest period policy in

1 practice. For example, PLAINTIFFS often had to work through their rest periods due to lack of
2 coverage, the need to assist customers and/or complete other work tasks. During many shifts, the
3 store was simply too busy for PLAINTIFFS to be able to take a full ten-minute rest period.

4 34. Moreover, on information and belief, DEFENDANTS failed to authorize and permit
5 rest periods that were a “net” ten minutes in a suitable rest area and instead, to the extent rest periods
6 were provided at all, limited Class Members and Aggrieved Employees to only ten-minute rest
7 periods, requiring them to be back at their workstations within ten minutes of leaving, in violation
8 of California rest period law. DEFENDANTS’ failure to communicate that the rest period is a net
9 ten minutes deprived Class Members and Aggrieved Employees of their rights to a full rest period,
10 as such as policy only relieves Class Members and Aggrieved Employees from their workstation
11 for ten minutes to travel to and from a rest area and be back at the workstation by the end of that ten
12 minutes.

13 35. Based on information and belief, Class Members and Aggrieved Employees’ rest
14 periods were interrupted, cut short, on duty, restricted to work premises and/or late due to
15 understaffing, the nature and constraints of their job duties, and/or due to commentary from
16 supervisors/managers pressuring them to skip rest periods completely or otherwise take non-
17 compliant rest periods.

18 36. Moreover, DEFENDANTS failed to provide any form of a third rest period on shifts
19 lasting longer than ten hours.

20 37. Based on information and belief, DEFENDANTS implemented policies and/or
21 practices that failed to relieve PLAINTIFFS and other Class Members and Aggrieved Employees
22 of all duties and DEFENDANTS’ control during rest periods.

23 38. Based on information and belief, Class Members and Aggrieved Employees were
24 pressured to complete their work duties according to a designated schedule such that rest periods
25 were only taken once tasks were completed, and/or as time permitted.

26 39. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
27 which PLAINTIFFS and Class Members and Aggrieved Employees experienced a missed/unlawful
28 rest period in violation of California law. DEFENDANTS either failed to pay a rest period premium

1 at all for each workday a proper rest period was not provided and/or failed to pay the proper rest
2 period premium for failure to incorporate all non-discretionary remuneration, including but not
3 limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
4 regular rate of compensation for purposes of calculating the owed rest period premium.

5 40. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
6 provide PLAINTIFFS and other Class Members and Aggrieved Employees with accurate wage
7 statements that complied with Labor Code section 226. As DEFENDANTS failed to provide
8 PLAINTIFFS and Class Members and Aggrieved Employees with meal and rest periods that
9 complied with Labor section 226.7, the wage statements DEFENDANTS issued to PLAINTIFFS
10 and Class Members and Aggrieved Employees failed and continue to fail to correctly set forth the
11 gross wages earned, the total hours worked, the net wages earned, and all applicable hourly rates in
12 effect during the pay period and the corresponding number of hours worked at each hourly rate by
13 the employee.

14 41. DEFENDANTS issued wage statements to PLAINTIFFS and Class Members and
15 Aggrieved Employees that also failed to indicate the earned gross and net wages earned during the
16 pay period, correct applicable rates of pay for all hours worked, and accurate total hours worked by
17 PLAINTIFFS and Class Members and Aggrieved Employees (by virtue of an inaccurate accounting
18 of overtime hours worked, failure to relieve Class Members and Aggrieved Employees of all duties
19 and employer control during unpaid meal periods, and/or other off-the-clock work policies and
20 practices) which results in a violation of Labor Code section 226(a).

21 42. Based on information and belief, wage statements issued by DEFENDANTS failed
22 to list the inclusive dates of the pay period for which the Class Members and Aggrieved Employees
23 is being paid. For example, DEFENDANTS' wage statements provided to PLAINTIFFS list a
24 category for "Retro Pay" and/or "Retro-Regular" and/or "Retro-Overtime" without including the
25 inclusive dates of the accurate pay period for that "Retro Pay" and/or "Retro-Regular" and/or "Retro-
26 Overtime" further failing to list the total hours worked for the pay period, including but not limited
27 to, the total hours worked for the pay period the retroactive pay corresponds with. As a result,
28 DEFENDANTS' wage statements provided to Class Members and Aggrieved Employees were not

1 accurate and do not include all of the statutorily required information, such as, but not limited to,
2 the inclusive dates of the period for which the employee is paid.

3 43. As a result, DEFENDANTS issued wage statements to PLAINTIFFS and Class
4 Members and Aggrieved Employees that were not accurate and did not include all of the statutorily
5 required information. As such, DEFENDANTS violated Labor Code section 226.

6 44. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on
7 information and belief, DEFENDANTS failed to timely pay Class Members and Aggrieved
8 Employees all wages that were due and owing upon termination or resignation. Based on
9 information and belief, DEFENDANTS untimely provide final wages to Class Members and
10 Aggrieved Employees without regard to the timing requirements of Labor Code sections 201-202.
11 Specifically, Plaintiff Goodwin was terminated on April 15, 2022, but did not receive her final check
12 until April 20, 2022 and was required to make a 50-mile round trip drive to a FedEx facility to pick
13 up the check.

14 45. Upon separation of employment, Class Members and Aggrieved Employees' final
15 paychecks were not timely provided and/or were not timely provided with all owed vacation pay
16 and/or paid time off. Moreover, PLAINTIFFS' and Class Members and Aggrieved Employees' final
17 paychecks, once provided, did not include all wages owed as they were devoid of, including but not
18 limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed
19 sick leave and/or paid time off wages at the properly accrued rates.

20 46. Moreover, DEFENDANTS failed to timely provide all owed wages immediately
21 upon discharge of employment. For example, based on information and belief, at times, PLAINTIFF
22 and other Class Members and Aggrieved Employees experienced breaks in their employment caused
23 by DEFENDANTS whereby PLAINTIFFS and other Class Members and Aggrieved Employees
24 would not be called in for work for longer than a single pay period due to including but not limited
25 to DEFENDANTS' lack of work or lack of assignments. Such instances qualify as a discharge of
26 employment. Yet, DEFENDANTS failed to timely pay all owed wages at the end of such periods
27 of employment, in violation of including but not limited to Labor Code section 201-202.

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1 47. These violations subject DEFENDANTS to civil penalties under Labor Code section
2 203, 210, and/or 256.

3 48. **Unreimbursed Business Expenses.** Based on information and belief,
4 DEFENDANTS required PLAINTIFFS and Class Members and Aggrieved Employees to incur
5 business expenses as a direct consequence of the performance of their job duties without providing
6 reimbursement, in violation of Labor Code section 2802. Based on information and belief,
7 PLAINTIFFS and Class Members and Aggrieved Employees were improperly required to provide
8 and maintain work tools that are supposed to be the responsibility of the employer. DEFENDANTS
9 failed to pay Reporting Time Pay as required by law. For instance, Plaintiff McGehee and Class
10 Members would be sent home early within the first 2 hours into their regularly scheduled shifts.
11 DEFENDANTS failed to pay Plaintiff McGehee and Class Members for half of their scheduled
12 shifts as required by law. Plaintiff McGehee was especially sent home early when he was put on
13 light duty by his physician. Instead of accommodating Plaintiff McGehee and providing him light
14 duty work, he was sent home within the first 2 hours into his regularly scheduled shift.

15 49. Based on information and belief, DEFENDANTS shifted the costs of doing business
16 onto Class Members and Aggrieved Employees by requiring them to pay for business expenses,
17 including but not limited to, the cost of purchasing and maintaining uniforms. Based on information
18 and belief, Class Members and Aggrieved Employees were not reimbursed for the cost of using their
19 personal phone for work related purposes and/or the cost of purchasing and/or maintaining work
20 uniforms.

21 50. Based on information and belief, Class Members and Aggrieved Employees were/are
22 at times required to use their personal vehicles for work purposes without receiving any
23 reimbursement from DEFENDANTS and/or full reimbursement from DEFENDANTS, including
24 but not limited to, reimbursement at the applicable legally mandated Internal Revenue Service (IRS)
25 per mile compensation rate. For example, based on information and belief, at times Class Members
26 and Aggrieved Employees were required to drive between DEFENDANTS' various stores, facilities
27 and/or offices and/or use their personal vehicles for other work purposes without receiving any
28 and/or full reimbursement from DEFENDANTS for the vehicle-related expenses incurred in

1 connection therewith.

2 51. Based on information and belief, DEFENDANTS regularly failed to reimburse and
3 indemnify Class Members and Aggrieved Employees for business expenses. Pursuant to California
4 Labor Code section 2802, PLAINTIFFS and Class Members and Aggrieved Employees were
5 entitled to be reimbursed for all reasonable expenses associated with carrying out DEFENDANTS'
6 orders and/or carrying out the duties assigned by DEFENDANTS.

7 52. DEFENDANTS' failure to provide Class Members and Aggrieved Employees with
8 full reimbursement for all reasonable expenses associated with carrying out their duties required
9 that Class Members and Aggrieved Employees subsidize and/or carry the burden of business
10 expenses in violation of Labor Code section 2802.

11 53. PLAINTIFFS are informed and believe and allege thereon that DEFENDANTS
12 engaged in these same herein described unlawful practices and that DEFENDANTS applied these
13 same herein described unlawful practices to all of its employees that it applied to PLAINTIFFS.

14 **FIRST CAUSE OF ACTION**

15 **Recovery of Unpaid Minimum Wages and Liquidated Damages**

16 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

17 54. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

18 55. It is fundamental that an employer must pay its employees for all time worked.
19 California Labor Code sections 218 and 218.5 provide a right of action for nonpayment of wages.
20 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section 224 only
21 permits deductions from wages when the employer is required or empowered to do so by state or
22 federal law or when the deduction is expressly authorized in writing by the employee for specified
23 purposes that do not have the effect of reducing the agreed upon wage. Labor Code section 223
24 prohibits the pay of less than a statutory or contractual wage scale.

25 56. Pursuant to California Labor Code sections 1194 and 1197, and the Industrial Wage
26 Commission ("IWC") Wage Orders, an employer must pay its employees for all hours worked, up
27 to 40 hours per week or 8 hours per day, at a regular rate no less than the mandated minimum wage.
28 Payment to an employee of less than the applicable minimum wage for all hours worked in a payroll

1 period is unlawful.

2 57. DEFENDANTS violated California's minimum wage laws by failing to compensate
3 PLAINTIFF and the Class Members for all hours worked by virtue of, among other things,
4 DEFENDANTS' off-the-clock/unpaid work completed during meal periods, other pre-shift, post-
5 shift and/or otherwise off-the-clock work, which resulted in the failure to account for all hours
6 worked and thus the denial of minimum wages.

7 58. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFFS
8 and Class Members for all hours worked.

9 59. Based on information and belief, DEFENDANTS had actual or constructive
10 knowledge that its policies and practices for meal periods, failure to relieve employees of all duties
11 and employer control during unpaid meal periods, and/or other mandated off-the-clock work
12 resulted in the underpayment of minimum wages owed to PLAINTIFFS and other Class Members.

13 60. Pursuant to Labor Code sections 1194 and 1194.2, PLAINTIFFS and the Class
14 Members are entitled to recover all unpaid minimum wages and liquidated damages thereon, plus
15 attorney's fees and costs, in an amount to be proved at trial.

16 **SECOND CAUSE OF ACTION**

17 **Recovery of Unpaid Overtime Wages**

18 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

19 61. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

20 62. Employees in California must be paid overtime, equal to one and one-half times the
21 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including
22 12 hours in any workday, and for the first eight (8) hours worked on the seventh consecutive day of
23 work in a workweek, and they must be paid double the regular rate of pay for all hours worked in
24 excess of 12 hours in any workday and for all hours worked in excess of eight (8) on the seventh
25 consecutive day of work in a workweek, unless they are exempt.

26 63. PLAINTIFFS and the Class Members worked overtime hours for which they were
27 not compensated by DEFENDANTS by virtue of, among other things, off-the-clock/unpaid work
28 completed during meal periods, other pre-shift, post-shift and/or otherwise off-the-clock work

(described above), which resulted in the failure to account for all hours worked and thus the denial of all owed overtime wages.

64. Based on information and belief, DEFENDANTS failed to pay twice Class Members' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California's overtime laws.

65. DEFENDANTS' conduct described above is in violation of California Labor Code sections 510 and 1194 and all applicable Wage Orders.

66. PLAINTIFFS and the Class Members are entitled to recover all unpaid overtime wages, plus attorney's fees and costs, in an amount to be proved.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof

(By PLAINTIFFS and the Class Members Against all DEFENDANTS)

67. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

68. Pursuant to Labor Code section 512 and all applicable IWC Wage Orders, DEFENDANTS were required to provide PLAINTIFFS and the Class Members with one 30-minute meal break free from all duties and employer control for all shifts longer than 5 hours, and a second 30-minute meal break free from all duties for all shifts longer than 10 hours. Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. Employers covered by the Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so.

69. Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted

1 meal period, first meal period provided after five (5) hours, second meal period provided after 10
2 hours). Lab. Code § 226.7.

3 70. As explained above, PLAINTIFFS and other Class Members were consistently
4 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
5 being forced to take late meal periods, interrupted meal periods, and/or work through part or all of
6 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
7 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
8 periods completely.

9 71. Moreover, based on information and belief, Class Members did not receive a timely,
10 uninterrupted second meal period when working shifts over ten (10) hours in a workday.

11 72. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS had
12 actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial
13 of compliant meal periods in violation of California's meal period laws.

14 73. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
15 periods in violation of California law and/or failed to pay the proper meal period premium for failure
16 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
17 differential pay and/or other non-discretionary compensation into the regular rate or compensation
18 for purposes of calculating the owed meal period premium.

19 74. As a result, under Labor Code section 226.7, PLAINTIFFS and the Class Members
20 are entitled to one additional hour's pay at the employee's regular rate of compensation for each day
21 a meal period was missed, late, interrupted, or otherwise unlawful, plus attorneys' fees and costs,
22 all in an amount to be proved at trial.

23 **FOURTH CAUSE OF ACTION**

24 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

25 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

26 75. PLAINTIFFS incorporates all preceding paragraphs as if fully alleged herein.

27 76. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
28 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours

1 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
2 “insofar as practicable.” In *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the
3 California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts
4 from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to 10
5 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029).
6 The rest period requirement obligates employers to permit and authorize employees to take off-duty
7 rest periods, meaning employers must relieve employees of all duties and relinquish control over
8 how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257.

9 77. If the employer fails to provide any required rest period, the employer must pay the
10 employee one hour of pay at the employee’s regular rate of compensation for each workday the
11 employer did not provide at least one legally required rest period, pursuant to Labor Code section
12 226.7.

13 78. PLAINTIFFS and the Class Members did not receive legally compliant, timely 10-
14 minute rest periods for every four (4) hours worked or major fraction thereof. As explained above,
15 any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject to
16 DEFENDANTS’ control due to the nature and constraints of Class Members’ job duties,
17 understaffing, and/or commentary from supervisors pressuring PLAINTIFFS and Class Members
18 to skip rest periods completely or otherwise take non-compliant rest periods.

19 79. Based on information and belief, DEFENDANTS implemented policies and/or
20 practices that failed to relieve PLAINTIFFS and other Class Members of all duties and employer
21 control during rest periods. Based on further information and belief, Class Members were pressured
22 to complete their work duties according to a designated schedule such that rest periods were only
23 taken once tasks were completed, and/or as time permitted.

24 80. As a result, PLAINTIFFS and Class Members did not receive legally compliant first,
25 second, or third rest periods as required by California law.

26 81. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
27 period premium to PLAINTIFFS and other Class Members for each workday in which there was a
28 missed or otherwise unlawful rest period. Based on further information and belief, when a rest

1 premium was paid, DEFENDANTS failed to include non-discretionary compensation including but
2 not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into the
3 regular rate of compensation for purposes of determining the owed rest period premium.

4 82. DEFENDANTS are therefore liable to PLAINTIFFS and the Class Members for one
5 hour of additional pay at the regular rate of compensation for each workday that a required rest
6 period was not provided, pursuant to California Labor Code section 226.7 and the applicable Wage
7 Order, plus pre-judgment interest, plus attorneys' fees and costs, all in an amount to be proved at
8 trial.

9 **FIFTH CAUSE OF ACTION**

10 **Failure to Furnish Accurate Itemized Wage Statements**

11 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

12 83. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

13 84. Pursuant to California Labor Code § 226, subdivision (a), PLAINTIFFS and the
14 Class

15 Members were entitled to receive, semimonthly or at the time of each payment of wages, an itemized
16 wage statement accurately stating the following:

17 (1) gross wages earned, (2) total hours worked by the employee,
18 except for any employee whose compensation is solely based on a
19 salary and who is exempt from payment of overtime under
20 subdivision (a) of Section 515 or any applicable order of the Industrial
21 Welfare Commission, (3) the number of piece-rate units earned and
22 any applicable piece rate if the employee is paid on a piece-rate basis,
23 (4) all deductions, provided that all deductions made on written orders
24 of the employee may be aggregated and shown as one item, (5) net
25 wages earned, (6) the inclusive dates of the period for which the
26 employee is paid, (7) the name of the employee and his or her social
27 security number, except that by January 1, 2008, only the last four
28 digits of his or her social security number or an employee
identification number other than a social security number may be
shown on the itemized statement, (8) the name and address of the
legal entity that is the employer, and (9) all applicable hourly rates in
effect during the pay period and the corresponding number of hours
worked at each hourly rate by the employee.

26 85. As DEFENDANTS failed to provide PLAINTIFFS and other Class Members with
27 meal and rest periods that complied with Labor Code section 226.7, the wage statements
28 DEFENDANTS issued to PLAINTIFFS and other Class Members failed and continue to fail to

1 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
2 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
3 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate by the
5 employee, in violation of Labor Code section 226(a)(9).

6 86. Moreover, due to violations detailed above, including but not limited to,
7 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide
8 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,
9 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
10 PLAINTIFF and other Class Members with accurate, itemized wage statements that listed the gross
11 and net wages earned and the correct applicable rates of pay for all hours worked. Based on
12 information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary
13 compensation earned during the pay period into the regular rate of pay for purposes of calculating
14 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of
15 overtime worked by PLAINTIFFS and other Class Members.

16 87. As explained above, wage statements issued by DEFENDANTS failed to list the
17 "total hours worked" by PLAINTIFFS and Class Members (by virtue of an inaccurate accounting
18 of overtime hours worked and failure to relieve Class Members of all duties and employer control
19 during unpaid meal periods, and/or other off-the-clock work policies and practices all described in
20 greater detail *supra*), which results in a violation of Labor Code section 226(a). Failure to list all
21 hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section
22 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

23 88. Based on information and belief, wage statements issued by DEFENDANTS failed
24 to list the inclusive dates of the pay period for which the Class Member is being paid.

25 89. DEFENDANTS' failure to accurately list all hours worked on all wage statements
26 caused confusion to PLAINTIFFS and caused and continues to cause confusion to other Class
27 Members over whether they received all wages owed to them.

28 90. As a result, PLAINTIFFS and other Class Members have suffered injury as they

1 could not easily determine whether they received all wages owed to them and whether they were
2 paid for all hours worked.

3 91. DEFENDANTS' knowingly and intentionally failed to provide PLAINTIFFS and
4 Class Members with accurate, itemized wage statements.

5 92. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and Class Members
6 have suffered injury. The absence of accurate information on their wage statements has prevented
7 earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
8 mathematical computations to determine the amount of wages owed, and will cause difficulty and
9 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
10 submission of inaccurate information about wages and amounts deducted from wages to state and
11 federal government agencies. As a result, PLAINTIFFS and Class Members are required to
12 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
13 and pay records than if DEFENDANT had complied with its legal obligations.

14 93. Pursuant to California Labor Code section 226(e), PLAINTIFFS and Class Members
15 are entitled to recover fifty dollars per employee for the initial pay period in which a Section 226
16 violation occurred and one hundred dollars per employee per violation for each subsequent pay
17 period, not to exceed an aggregate penalty of four thousand dollars per employee.

18 94. Pursuant to California Labor Code § 226(h), PLAINTIFFS and Class Members are
19 entitled to bring an action for injunctive relief to ensure DEFENDANTS' compliance with
20 California Labor Code § 226(a). Injunctive relief is warranted because DEFENDANTS continue to
21 provide currently employed Class Members with inaccurate wage statements in violation of
22 California Labor Code § 226(a). Currently employed Class Members have no adequate legal remedy
23 for the continuing injuries that will be suffered as a result of DEFENDANTS' ongoing unlawful
24 conduct. Injunctive relief is the only remedy available for ensuring DEFENDANTS' compliance
25 with California Labor Code § 226(a).

26 95. Pursuant to California Labor Code §§ 226(e) and 226(h), PLAINTIFFS and Class
27 Members are entitled to recover the full amount of penalties due under Section 226(e), reasonable
28 attorneys' fees, and costs of suit.

1 **SIXTH CAUSE OF ACTION**

2 **Failure to Timely Pay All Wages Due Upon Separation of Employment**

3 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

4 96. PLAINTIFFS incorporate all preceding paragraphs as if fully set forth herein.

5 97. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
6 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
7 payable immediately.”

8 98. California Labor Code section 202(a) provides, in relevant part, that “[i]f an
9 employee not having a written contract for a definite period quits his or her employment, his or her
10 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
11 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
12 to his or her wages at the time of quitting.”

13 99. Based on information and belief, DEFENDANTS failed and continue to fail to timely
14 pay final wages to PLAINTIFFS and Class Members upon separation of employment in violation
15 of Labor Code section 201-202. Moreover, final paychecks once provided to PLAINTIFF and Class
16 Members do not include all wages owed as they are devoid of, including but not limited to, all owed
17 minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or
18 paid time off wages at the properly accrued rates.

19 100. Under Labor Code section 203, PLAINTIFFS and the Class Members who are no
20 longer employed by DEFENDANTS are entitled to recover waiting time penalties of up to 30 days’
21 pay, plus attorney’s fees and costs, in an amount to be proved at trial.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO PAY REPORTING TIME WAGES**

24 **(Against All Defendants)**

25 101. PLAINTIFFS incorporate by reference and re-alleges each and every allegation
26 contained above, as though fully set forth herein.

27 102. Labor Code section 1197 makes it unlawful to pay an employee less than the
28 minimum wage as established by the Industrial Welfare Commission.

1 103. Labor Code section 1198 provides that the maximum hours of work and the
2 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
3 standard conditions of labor by the commission shall be the maximum hours of work and the
4 standard conditions of labor for employees. The employment of any employee for longer hours
5 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

6 104. The applicable reporting time wages are fixed by the IWC in Wage Order 5-2001.

7 105. In relevant part, Section 5 of the applicable wage order provides:

8 (A) Each workday an employee is required to report for work and does report,
9 but is not put to work or is furnished less than half said employee's usual or scheduled
10 day's work, the employee shall be paid for half the usual or scheduled day's work, but in
11 no event for less than two (2) hours nor more than four (4) hours, at the employee's regular
12 rate of pay, which shall not be less than the minimum wage.

11 106. DEFENDANTS failed to pay reporting time wages. In particular, PLAINTIFFS
12 and the Class Members were forced to report to work and were furnished with less than half the
13 employee's usual or scheduled day's work.

14 107. In fact, on numerous occasions, PLAINTIFFS and Class Members reported to work
15 at DEFENDANTS' direction, and then were sent home – without the legal compensation. By
16 failure to pay hourly wages for reporting time, DEFENDANTS willfully violated Labor Code
17 sections 1194, 1197, 1198, and IWC Wage Orders 5-2001.

18 **EIGHTH CAUSE OF ACTION**

19 **Failure to Reimburse Business Expenses**

20 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

21 108. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

22 109. California law requires employers to indemnify their employees for all necessary
23 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
24 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
25 Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary
26 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys' fees
27 incurred by the employee enforcing the rights granted by this section."

28 110. Among other things, under California law, when employees must use their personal

1 cellphones for work-related purposes, the employer must reimburse them for a reasonable
2 percentage of their cell phone bills. See *Cochran v. Schwan's Home Services, Inc.* (2014) 228
3 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
4 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
5 Id. 1144-1145. California law also requires employers to reimburse employees for automobile
6 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
7 and tear on the vehicle. See *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

8 111. As described above, PLAINTIFFS and the Class Members were improperly required
9 to pay for business expenses that are legally the responsibility of the employer.

10 112. DEFENDANTS' failure to provide PLAINTIFFS and the Class Members with full
11 reimbursement for all reasonable expenses associated with carrying out their duties required that
12 PLAINTIFFS and the Class Members subsidize and/or carry the burden of business expenses in
13 violation of Labor Code section 2802.

14 113. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the Class
15 Members have suffered injury in that they were not completely reimbursed as mandated by
16 California law.

17 114. Pursuant to California Labor Code section 2802, PLAINTIFFS and the Class
18 Members are entitled to recover the full amount of reimbursable expenses due, in addition to
19 reasonable attorneys' fees, and costs of suit.

20 **NINTH CAUSE OF ACTION**

21 **Unfair Competition**

22 **(By PLAINTIFFS and the Class Members Against all DEFENDANTS)**

23 115. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

24 116. DEFENDANTS' unlawful conduct alleged herein constitutes unfair competition
25 within the meaning of California Business and Professions Code section 17200 *et seq.* This unfair
26 conduct includes all unlawful conduct alleged herein, including but not limited to: DEFENDANTS'
27 failure to pay minimum and overtime wages by virtue of its illegal policies and practices;
28 DEFENDANTS' failure to authorize or permit, or provide, all required meal and rest periods or pay

1 proper premiums in lieu thereof; DEFENDANTS' failure to furnish complete and accurate itemized
2 wage statements; DEFENDANTS' failure to reimburse business expenses; DEFENDANTS' failure
3 to timely pay all wages owed upon separation of employment; and DEFENDANTS' failure to
4 provide paid sick leave (or paid time off in lieu thereof) at the properly accrued rates (due to,
5 including but not limited to, DEFENDANTS' failure to incorporate all non-discretionary
6 compensation into the sick pay calculation and failure to base the accrued sick leave on the correct
7 number of hours worked as a result of DEFENDANTS' off-the-clock work policies and practices).

8 117. Due to DEFENDANTS' unfair and unlawful business practices in violation of the
9 California Labor Code, DEFENDANTS have gained a competitive advantage over other
10 comparable companies doing business in the State of California that comply with their obligations
11 to authorize or permit rest periods and meal periods or pay proper meal and rest period premiums
12 in lieu thereof, to properly accrue and pay sick time benefits, to provide complete and accurate
13 itemized wage statements, to reimburse employees for all business expenses, to pay all owed
14 minimum and overtime wages and to pay all wages due upon separation of employment of their
15 employees.

16 118. As a result of DEFENDANTS' unfair competition as alleged herein, PLAINTIFFS
17 and Class Members have suffered injury in fact and lost money or property, as described in more
18 detail above. Pursuant to California Business and Professions Code section 17200, *et seq.*,
19 PLAINTIFFS and Class Members are entitled to restitution of all wages and other monies rightfully
20 belonging to them that DEFENDANTS failed to pay and wrongfully retained by means of their
21 unlawful and unfair business practices.

22 119. PLAINTIFFS also seek an injunction against DEFENDANTS on behalf of the Class
23 Members, enjoining DEFENDANTS and any and all persons acting in concert with them from
24 engaging in each of the unlawful practices and policies set forth herein.

25 120. PLAINTIFFS also seek an award of attorney's fees pursuant to Code Civ. Proc
26 Section 1021.5 and as permitted by law, and an award for costs reasonably incurred, as permitted
27 by law.

28 ///

1 **TENTH CAUSE OF ACTION**

2 **Violation of the Private Attorneys General Act of 2004**

3 **(By PLAINTIFFS and the Aggrieved Employees Against All DEFENDANTS)**

4 121. PLAINTIFFS incorporate all preceding paragraphs as if full alleged herein.

5 122. PLAINTIFFS bring this action under the Private Attorneys General Act of 2004,
6 Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of PLAINTIFFS,
7 the State of California and Aggrieved Employees, regarding violations of the California Labor Code
8 as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

9 All current and former non-exempt employees that worked either
10 directly or via a staffing agency for any of the DEFENDANTS at any
location in California at any time from one year plus 65 days from the
filing of the initial Complaint through the present ("PAGA Period").

11 123. PLAINTIFFS are "aggrieved employees," as that term is defined under Labor Code
12 section 2699(c), as PLAINTIFFS were employed by DEFENDANTS during the applicable statutory
13 limitations period and suffered one or more of the Labor Code violations set forth herein.
14 Accordingly, PLAINTIFFS seeks to recover on behalf of the State of California and all Aggrieved
15 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
16 PLAINTIFFS have standing to bring a PAGA cause of action on behalf of PLAINTIFFS, the State
17 of California, and all Aggrieved Employees, as PLAINTIFFS were jointly employed by
18 DEFENDANTS and is thereby affected by one or more of the alleged violations. See *Huff v.*
19 *Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has
20 authority to seek penalties for all known violations committed by the employer - regardless of
21 whether Plaintiff experienced all violations personally. *Id.* at 760-761.

22 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

23 124. Plaintiff Goodwin, on March 3, 2023, through counsel, gave written notice by online
24 filing with the California Labor and Workforce Development Agency ("LWDA") informing it that
25 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
26 in this Complaint ("PAGA Notice").

27 125. The PAGA Notice outlined Plaintiff Goodwin's claims for violations of the
28 California Labor Code and the applicable wage orders on behalf of the State of California and all

1 Aggrieved Employees.

2 126. Plaintiff McGehee, on May 22, 2023, through counsel, gave written notice by online
3 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
4 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
5 in this Complaint.

6 127. The PAGA Notice outlined Plaintiff McGehee’s claims for violations of the
7 California Labor Code and the applicable wage orders on behalf of the State of California and all
8 Aggrieved Employees.

9 128. PLAINTIFFS seek to recover the PAGA civil penalties through a representative
10 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
11 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

12 129. From one year prior to PLAINTIFFS’ filing of the required PAGA notice with the
13 LWDA, and continuing through the present, as alleged herein, DEFENDANTS violated California
14 Labor Code sections, 201-203, 204, 216, 221-223, 226, 226.7, 245-248.5, 432, 432.5, 432.7, 510,
15 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all
16 applicable Wage Orders.

17 130. As set forth above, DEFENDANTS have committed numerous violations of the
18 California Labor Code due to including but not limited to their failure to pay all owed minimum
19 wages and all owed overtime wages, failure to provide lawful meal and rest periods or compensation
20 in lieu thereof, failure to provide accurate wage statements, failure to reimburse business expenses,
21 and failure to pay all wages owed upon separation of employment as alleged above. PAGA penalties
22 are in addition to any other relief available under the Labor Code.

23 131. Additionally, DEFENDANTS have violated the following Labor Code sections and
24 provisions of the applicable Wage Order as to the PLAINTIFFS and other Aggrieved Employees.

25 **Failure to Keep Accurate Records**

26 132. California Labor Code § 1174 requires employers to keep “accurate and complete”
27 payroll records showing, among other things, the hours worked daily by all non-exempt employees.
28 All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the

1 times during which all owed meal periods were provided each day.

2 133. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
3 and complete records as required by law, including but not limited to the following records: total
4 daily hours worked, applicable rates of pay, time records showing when PLAINTIFFS and other
5 Aggrieved Employees began and ended each work period, time records of meal periods, and
6 accurate itemized wage statements.

7 134. DEFENDANTS' failure to keep "accurate and complete" payroll records for
8 PLAINTIFFS and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
9 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties under
10 Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and
11 Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for each pay
12 period during which the referenced statutes and Wage Order provisions were violated.¹

13 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

14 135. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
15 Orders, section 7 require that employers keep the following information on file for each employee
16 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
17 and the corresponding number of hours worked by the employee at each hourly rate, when the
18 employee begins and ends each work period (including meal periods) and split intervals; total hours
19 worked by the employee; all deductions; gross wages earned; and net wages earned.

20 136. Section (b) of Labor Code section 226 further requires employers to "afford current
21 and former employees the right to inspect or receive a copy of records pertaining to their
22 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
23 provides that, "an employer who receives a written or oral request to inspect or receive a copy of
24 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with

25 ¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Labor
26 Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the
27 employee was underpaid"); All applicable wage orders, § 20 (establishing that "[i]n addition to any other civil
28 penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes
to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each
pay period during which the employee was underpaid") (emphasis added).

1 the request as soon as practicable, but no later than 21 calendar days from the date of the request. A
2 violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe
3 entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from
4 the employer. Lab. Code section 226(f).

5 137. Personnel Records. In addition to their right to time and pay records, employees, and
6 their representatives, have the right to inspect and receive a copy of their personnel files pursuant to
7 Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code
8 section 432 further specifies that employers must furnish copies of all employment records bearing
9 the employee’s signature. Labor Code section 1198.5 also requires that the file be made available
10 for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days
11 from the date the employer receives a written request.” An employer’s failure to comply within this
12 timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar
13 (\$750) penalty from the employer. Lab. Code section 1198.5(k).

14 138. Based on information and belief, DEFENDANTS fail to timely produce or make
15 available Aggrieved Employees’ personnel records and/or payroll records when requested pursuant
16 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations subject
17 DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

18 **Statutory Wage Violations**

19 139. California Labor Code section 223 makes it unlawful for an employer to secretly pay
20 wages lower than required by statute while purporting to pay legal wages. As described above,
21 DEFENDANTS willfully and systematically denied PLAINTIFFS and Aggrieved Employees of all
22 earned minimum and overtime compensation for all hours worked which resulted in the payment of
23 less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
24 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
25 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFFS and other Aggrieved
26 Employees lower wages than those they were entitled to while purporting that PLAINTIFFS and
27 other Aggrieved Employees were properly paid. As a result, PLAINTIFFS and other Aggrieved
28 Employees are entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to

1 Labor Code § 2699(f)-(g).

2 **Refusal to Make Payment**

3 140. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
4 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
5 and continue to violate this section by failing to pay PLAINTIFFS and Aggrieved Employees for
6 all hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
7 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
8 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
9 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
10 each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

11 **Standard Conditions of Labor Violations**

12 141. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
13 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
14 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
15 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
16 violations with respect to meal periods, rest periods, record keeping provisions, business expenses,
17 minimum/overtime wages and other violations described herein result in separate violations of
18 sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor Code sections
19 1197.1 and 2699.

20 **Unlawful Deductions**

21 142. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
22 an employee any part of wages theretofore paid by said employer to said employee." Based on
23 information and belief DEFENDANTS made unlawful deductions from Aggrieved Employees
24 paychecks during the relevant period, including but not limited to deducting costs of uniforms and/or
25 other business costs and/or deducting wages for purported overpayments from previous pay periods

26 _____
27 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 and/or unlawfully deducting wages for negligently damaged property and/or deducting costs
2 advanced by DEFENDANTS from Aggrieved Employees' final paychecks. Such a practice is in
3 violation of including but not limited to, Labor Code Sections 221-222 which subjects
4 DEFENDANTS to civil penalties under Labor Code Section 2699.

5 143. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
6 each pay period during which the statute provisions were violated. *See* Lab. Code §225.5
7 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
8 provided in this article, every person who unlawfully withholds wages due any employee in
9 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
10 to pay each employee").

11 **Sick Leave Violations**

12 144. DEFENDANTS violated California's paid sick leave laws including, Labor Code
13 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
14 PLAINTIFFS and other Aggrieved Employees or failed to properly accrue paid sick leave due to
15 DEFENDANTS' failure to account for actual hours worked (as explained above), and/or failure to
16 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but
17 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary
18 compensation into the sick leave pay rate calculation.

19 145. DEFENDANTS further failed to give PLAINTIFFS and other Aggrieved Employees
20 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
21 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of used
22 sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFFS
23 and Aggrieved Employees' intelligent exercise of their paid sick leave.

24 146. But for this failure, PLAINTIFFS and other Aggrieved Employees would have used
25 their paid sick leave at least prior to their respective separations, for as on several occasions
26 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
27 compensation.

28 ///

1 147. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
2 documenting the hours worked and paid sick days accrued and used by PLAINTIFFS and all
3 Aggrieved Employees, permitting the presumption that PLAINTIFFS and all Aggrieved Employees
4 were entitled to the maximum number of hours accruable.

5 148. Upon information and belief, DEFENDANTS failed and continue to fail to comply
6 with Labor Code section 246, by failing to provide PLAINTIFFS and all Aggrieved Employees with
7 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
8 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
9 wages.

10 149. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

11 150. On information and belief, PLAINTIFFS alleges that all of these practices were
12 experienced and continue to be experienced by other Aggrieved Employees.

13 151. Accordingly, PLAINTIFFS seeks all appropriate relief under the PAGA, the
14 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
15 seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

16 **Failure to Pay Vested Vacation/Paid Time Off**

17 152. California Labor Code section 227.3 provides that when an employer policy provides
18 for paid vacations and/or paid time off, and an employee is terminated without having taken off his,
19 her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the
20 employee's final rate in accordance with such contract of employment or employer policy respecting
21 eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time
22 off upon termination.

23 153. Based on information and belief, DEFENDANTS had and continue to have a
24 uniform policy and practice of failing to allow Aggrieved Employees to use their earned
25 vacation/paid time off during their employment and failing to pay all vested, accrued paid time off
26 to Aggrieved Employees upon separation of employment, in violation of California law, including
27 but not limited to, Labor Code section 227.3.

28 ///

1 **Failure to Pay Reporting Time Pay**

2 154. DEFENDANTS failed to pay reporting time wages. In particular, PLAINTIFFS and
3 the Class Members were forced to report to work and were furnished with less than half the
4 employee's usual or scheduled day's work.

5 155. In fact, on numerous occasions, PLAINTIFFS and Class Members reported to work
6 at DEFENDANT'S direction, and then were sent home – without the legal compensation. By failure
7 to pay hourly wages for reporting time, DEFENDANTS willfully violated Labor Code sections
8 1194, 1197, 1198, and IWC Wage Orders 5-2001.

9 156. Under the provisions of PAGA and the above mentioned Labor Code sections,
10 including but not limited to Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7,
11 245-248.6, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
12 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 and all applicable Wage Orders as well as all
13 interpretations of these laws by California Courts and administrative bodies, as well as any other
14 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

15 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
16 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
17 pursuant to Labor Code section 2699(a); and

18 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
19 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
20 by Labor Code section 2699(f).

21 c. The proper measure of penalties under PAGA is the number of violations, whether
22 those violations were committed as against PLAINTIFFS or any Aggrieved Employee, whether a
23 party to this action or not.

24 157. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
25 PLAINTIFFS are entitled to recover civil penalties, costs, and attorney's fees.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, PLAINTIFFS pray for relief and judgment, on behalf of PLAINTIFFS and
28 Class Members and Aggrieved Employees as follows:

1. For an order that the action be certified as a class action;
2. For an order that PLAINTIFFS be appointed as class representatives;
3. For an order that counsel for PLAINTIFFS be appointed as class counsel;
4. For compensatory damages according to proof;
5. For liquidated damages according to proof;
6. For penalties according to proof;
7. For an order requiring DEFENDANTS to make restitution of all amounts wrongfully withheld from PLAINTIFFS and the Class Members;
8. For an order finding DEFENDANTS have engaged in unfair competition in violation of section 17200, *et seq.*, of the California Business and Professions Code;
9. For an order enjoining DEFENDANTS from further acts of unfair competition;
10. For pre-judgment interest as permitted by law;
11. For attorney's fees and costs reasonably incurred;
12. For civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to Aggrieved Employees); and
13. For such other and further relief that the Court deems just and proper.

Dated: October 26, 2023

CROSNER LEGAL, PC

By: /s/ Samantha Smith

Zachary M. Crosner
Samantha Smith
Attorneys for Plaintiff,
SOMALIA GOODWIN

1 Dated: October 26, 2023

JAMES HAWKINS APLC

2
3 By: /s/ Gregory Mauro

4 JAMES R. HAWKINS, ESQ.
5 GREGORY MAURO, ESQ.
6 MICHAEL CALVO, ESQ.
7 LAUREN FALK, ESQ.
8 AVA ISSARY, ESQ.

Attorneys for Plaintiff JOHN A. MCGEHEE,

9 **DEMAND FOR JURY TRIAL**

10 PLAINTIFFS demand a trial by jury on all claims so triable.

11
12 Dated: October 26, 2023

CROSNER LEGAL, PC

13
14 By: /s/ Samantha Smith

15 Zachary M. Crosner
16 Jamie Serb
17 Samantha Smith
18 Attorneys for Plaintiff,
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21 Dated: October 26, 2023

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PROOF OF SERVICE
SOMALIA GOODWIN ET AL VS. SAVE MART SUPERMARKETS, LLC ET AL
San Joaquin Superior Court Case No STK-CV-UOE-2023-2062

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 9440 Santa Monica Blvd., Ste. 301, Beverly Hills, CA 90210.

On October 26, 2023, I served true copies of the following document(s) described as

SECOND AMENDED CLASS ACTION COMPLAINT

on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

☒ BY ELECTRONIC TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by electronic transmission. Said electronic transmission was reported as complete and without error.

☐ BY FACSIMILE TRANSMISSION. I transmitted copies of the above-referenced document(s) on the interested parties in this action by facsimile transmission from (310) 510-6429. A transmission report was properly issued by the transmitting facsimile machine and the transmission was reported as complete and without error.

☐ BY UNITED STATES POSTAL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) to be mailed addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by First Class Mail, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. Pursuant to that practice, the above-referenced document(s) were sealed in an envelope, with postage paid, and deposited with a post office, mail box, sub-post office, substation, mail chute, or other facility or postal pick up/drop off regularly maintained by the United States Postal Service or an affiliate thereof, at or near Phoenix, Arizona.

☐ BY OVERNIGHT MAIL SERVICE. I enclosed the documents in electronic pdf format and submitted them electronically into the mail provider, Letterstream, Inc.'s, online mail portal (letterstream.com) addressed to the entities and/or persons listed in the Service List as set forth herein. I caused an envelope containing the documents to be placed for collection and mailing and to be mailed by Overnight Mail via Federal Express, following our law firm and Letterstream, Inc.'s ordinary business practices. I am readily familiar with our business practices and the business practices of Letterstream, Inc. for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with Federal Express, an express carrier, in Phoenix, Arizona, or delivered with any and all delivery fees to an authorized courier or driver authorized by the express service carrier to receive documents.

1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct and that I am employed in the office of a member of the bar of this
Court at whose direction the service was made.

3 Executed on October 26, 2023, at Los Angeles, California.

4
5 
Jessica Ball

SERVICE LIST

SOMALIA GOODWIN VS. SAVE MART SUPERMARKETS, LLC ET AL
San Joaquin Superior Court Case No STK-CV-UOE-2023-2062

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