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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

ELSA CHAVEZ AND ORLANDO A.
ROJAS, on behalf of themselves, the State of
California, as a private attorney general, and
on behalf of all others similarly situated,

Plaintiffs,

v.

TLD LOGISTICS SERVICES, INC., a
Tennessee corporation, and DOES 1 TO 50,

Defendants.

CASE NUMBER: CIVSB2314330

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

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Overtime Wages,
3. Failure to Provide Rest Periods and Pay Missed Rest Period Premiums,
4. Failure to Provide Meal Periods and Pay Missed Meal Period Premiums,
5. Failure to Maintain Accurate Employment Records,
6. Failure to Pay Wages Timely During Employment,
7. Failure to Pay All Wages Earned and Unpaid at Separation,
8. Failure to Reimburse Business Expenses,
9. Failure to Furnish Accurate Itemized Wage Statements,
10. Failure to Provide Employment Records,
11. Failure to Provide Notice of Employer-Related Information,
12. Failure to Comply With the One Day's Rest In Seven Act,

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13. Failure to Properly Pay and Accrue
Vacation And Sick Pay,
14. Unfair Competition Law, and
15. PAGA Penalties

DEMAND FOR JURY TRIAL

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27 Attorneys for Plaintiffs Rojas and the Putative Class
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1 Plaintiffs ELSA CHAVEZ AND ORLANDO A. ROJAS (“Plaintiffs”), on behalf of
2 themselves, the putative class, the State of California, as a private attorney general, and all other
3 similarly situated employees within the State of California, complain and allege of defendants TLD
4 LOGISTICS SERVICES, INC., and Does 1 to 50 (collectively, “Defendants”), and each of them,
5 as follows:

6 **I. INTRODUCTION**

7 1. This is a class action complaint brought pursuant to the California Code of Civil
8 Procedure section 382.

9 2. The “Class Period,” as used herein, is defined as the four-year period from the filing
10 of this action and continuing into the present and ongoing. Defendants’ violations of California’s
11 laws, as described more fully below, have been ongoing throughout the Class Period and are still
12 ongoing.

13 3. Plaintiffs bring this class action on behalf of themselves and the following class:
14 *All individuals who are or were employed by Defendants as non-exempt employees in California*
15 *during the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

16 4. Plaintiffs bring this action on behalf of themselves and the Class Members, as a
17 class action, against Defendants for:

- 18 A. Failure to pay all minimum wages,
- 19 B. Failure to pay all overtime wages,
- 20 C. Failure to provide meal periods and pay missed meal period premiums
- 21 D. Failure to provide rest periods and pay missed rest period premiums,
- 22 E. Failure to maintain accurate employment records,
- 23 F. Failure to pay wages timely during employment,
- 24 G. Failure to pay all wages earned and unpaid at separation,
- 25 H. Failure to indemnify all necessary business expenditures,
- 26 I. Failure to furnish accurate itemized wage statements,
- 27 J. Failure to Provide Employment Records,
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- 1 K. Failure to Provide Notice of Employer-Related Information,
2 L. Failure to Comply With the One Day's Rest In Seven Act,
3 M. Failure to Pay Accrued Vacation Wages, and
4 N. Violations of California's Unfair Competition Law ("UCL") (Bus. & Prof.
5 Code, §§ 17200–17210).

6 5. This action is also a representative action brought pursuant to the California Labor
7 Code Private Attorneys General Act of 2004 ("PAGA"), codified in California Labor Code
8 sections 2698 through 2699.6.

9 6. The "PAGA Period," as used herein, is defined as June 22, 2022 through the date
10 of final judgment in this matter

11 7. This PAGA action is brought on behalf of Plaintiffs, the State of California as
12 private attorney general, and on behalf of the following aggrieved employees: *All individuals who*
13 *are or were employed by Defendants as non-exempt employees in California during the PAGA*
14 *Period* (the "Aggrieved Employees").

15 8. Plaintiffs are informed and believe and thereon alleges that the California Industrial
16 Welfare Commission ("IWC") Wage Orders applicable to the facts of this case are IWC Wage
17 Orders (the "Applicable Wage Orders") and possibly others that may be applicable. (Cal. Code of
18 Regs., tit. 8, §§ 11130, 11140.) Plaintiffs reserve the right to amend or modify the definition of
19 "Applicable Wage Orders" with greater specificity or add additional IWC Wage Orders if
20 additional applicable wage orders are discovered in litigation.

21 **II. JURISDICTION & VENUE**

22 9. This Court has subject matter jurisdiction over all causes of action asserted herein
23 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure
24 section 410.10 because this is a civil action in which the matter in controversy, exclusive of
25 interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
26 State of California or is subject to adjudication in the courts of the State of California.

27 10. This Court has personal jurisdiction over Defendants because Defendants have
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1 caused injuries in the County of San Bernardino and the State of California through their acts, and
2 by their violation of the California Labor Code and California state common law. Defendants
3 transact millions of dollars of business within the State of California. Defendants own, maintain
4 offices, transact business, have an agent or agents within the County of San Bernardino, and/or
5 otherwise are found within the County of San Bernardino and Defendants are within the
6 jurisdiction of this Court for purposes of service of process.

7 11. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of
8 the Code of Civil Procedure. Defendants operate within California and do business within San
9 Bernardino County, California. The unlawful acts alleged herein have a direct effect on Plaintiffs
10 and all of Defendants' employees identified above within San Bernardino County and surrounding
11 counties where Defendants may remotely operate.

12 **III. THE PARTIES**

13 **A. PLAINTIFFS**

14 12. At all relevant times, Plaintiffs, who are over the age of 18, were and currently are
15 citizens of California residing in the State of California. Defendants employed Plaintiffs as a non-
16 exempt hourly employee.

17 13. Plaintiffs bring this action on behalf of themselves and the following class pursuant
18 to section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed*
19 *by Defendants as non-exempt employees in California during the Class Period* (the "Class
20 Members").

21 14. Plaintiffs also bring this action on behalf of themselves and the State of California,
22 as a private attorney general, and on behalf of the following group of aggrieved employees: *All*
23 *individuals who are or were employed by Defendants as non-exempt employees in California*
24 *during the PAGA Period* (the "Aggrieved Employees").

25 15. At all times pertinent hereto, the Class Members and the Aggrieved Employees are
26 or were employees of Defendants during the relevant statutory period.

1 **B. DEFENDANTS**

2 16. Plaintiffs is informed and believes and thereon alleges that Defendants were
3 authorized to and are doing business in San Bernardino County and is and/or was the legal
4 employer of Plaintiffs, the other Aggrieved Employees, and the other Class Members during the
5 applicable statutory periods. Plaintiffs, the other Aggrieved Employees, and the other Class
6 Members were, and are, subject to Defendants' policies and/or practices complained of herein and
7 have been deprived of the rights guaranteed to them by: California Labor Code sections 201, 202,
8 203, 204, 204.2, 210, 216, 218, 218, 218.5, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3,
9 233, 234, 235, 245, 245.5, 246, 246.5, 247, 247.5, 248.1, 248.2, 249, 256, 510, 512, 551, 558,
10 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.3, 2810.5,
11 and others that may be applicable; California Business and Professions Code sections 17200
12 through 17210 ("UCL"); and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11130,
13 11140).

14 17. Plaintiffs are informed and believe, and based thereon allege, that during the Class
15 Period and PAGA Period, Defendants did (and continue to do) business in the State of California,
16 County of San Bernardino.

17 18. Plaintiffs do not know the true names or capacities, whether individual, partner, or
18 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said
19 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
20 amend this complaint when such true names and capacities are discovered. Plaintiffs are informed,
21 and believe, and thereon allege, that each of said fictitious defendants, whether individual,
22 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
23 and proximately caused Plaintiffs, the other Aggrieved Employees, and the other Class Members
24 to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of
25 herein.

26 19. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
27 herein, Defendants were and/or are the employers of Plaintiffs, the other Aggrieved Employees,
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1 and the other Class Members. At all times herein mentioned, each of said Defendants participated
2 in the doing of the acts hereinafter alleged to have been done by the named Defendants.
3 Furthermore, the Defendants, and each of them, were the agents, servants, and employees of each
4 and every one of the other Defendants, as well as the agents of all Defendants, and at all times
5 herein mentioned were acting within the course and scope of said agency and employment.
6 Defendants, and each of them, approved of, condoned, or otherwise ratified every one of the acts
7 or omissions complained of herein.

8 20. At all relevant times, Defendants, and each of them, were members of and engaged
9 in a joint venture, partnership, and common enterprise, and acting within the course and scope of
10 and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiffs are
11 informed, and believe, and thereon allege, that all Defendants were joint employers for all purposes
12 of Plaintiffs, the other Aggrieved Employees, and the other Class Members.

13 **IV. COMMON FACTS & ALLEGATIONS**

14 21. Plaintiffs and the other Class Members (collectively, the “Class Members”) are,
15 and were at all relevant times, employed by the Defendants within the State of California.

16 22. Likewise, Plaintiffs and the other Aggrieved Employees (collectively, the
17 “Aggrieved Employees”) are, and were at all relevant times, employed by the Defendants within
18 the State of California.

19 23. The Class Members and the Aggrieved Employees are, and were, at all relevant
20 times, non-exempt employees for the purposes of minimum wages, overtime, rest breaks, meal
21 periods, and the other claims alleged in this complaint.

22 24. Specifically, Defendants employed Plaintiffs within the statutory Class Period and
23 PAGA Period, working as an hourly, non-exempt workers.

24 **A. MINIMUM WAGE VIOLATIONS**

25 25. Labor Code section 1197 requires employees to be paid at least the minimum wage
26 fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor
27 Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to
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1 recover in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise,
2 the Applicable Wage Orders also obligate employers to pay each employee minimum wages for
3 all hours worked. (Cal. Code of Regs., tit. 8, §§ 11130, 11140.) Labor Code section 1198 makes
4 unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

5 26. These minimum wage standards apply to each hour that employees work.
6 Therefore, an employer’s failure to pay for any particular time worked by an employee is unlawful,
7 even if averaging an employee’s total pay all hours worked, paid or not, results in an average
8 hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

9 27. Here, Defendants failed to fully conform their pay practices to the requirements of
10 the law during the relevant statutory periods. The Class Members and the Aggrieved Employees
11 were not compensated for all hours worked including, but not limited to, all hours they were subject
12 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
13 and the Applicable Wage Orders. Among other violations, the Class Members and the Aggrieved
14 Employees were subject to the control of Defendants while off-the-clock and did not receive
15 minimum wage for each hour worked. Further, employees also were required to wear uniforms
16 and not compensated for time spent associated with maintenance/cleaning of same.

17 28. Plaintiff, Class Members and Aggrieved Employees had to undergo security checks
18 and/or go through alternate security procedures due to lack of temporary ID badges to enter/leave
19 the facilities but were not compensated for time spent going through same. Further, Plaintiff, Class
20 Members, and Aggrieved Employees had to wait in line to use time punch machines/iPads but
21 were not compensated for same. Further, time punch machines/iPads were at times not functional
22 such that employees had to search to find alternative functioning time punch machines/iPads to
23 use but were not compensated for time spent waiting to clock in and/or finding functioning time
24 punch machines/iPads.

25 29. Additionally, the Class Members and the Aggrieved Employees were not paid all
26 wages for all hours worked due to Defendants’ uniform payroll policies and practices that unfairly
27 rounded employees’ wages to the detriment of the Class Members and the Aggrieved Employees.
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1 This rounding policy routinely failed to capture the entirety of the hours the Class Members and
2 the Aggrieved Employees worked and was structured in a way that in favored underpayment. (See
3 *See's Candy Shops, Inc. v. Superior Court* (2012) 210 Cal.App.4th 889, 907.) As a result, the
4 Class Members and the Aggrieved Employees suffered periodic shortages in the hours for which
5 they were compensated. This uncompensated time violated California's requirement that
6 employees be compensated for all hours worked. As a result of this practice, the Class Members
7 and the Aggrieved Employees were not compensated their minimum wages for all hours worked.

8 30. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide
9 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
10 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
11 amount equal to the wages due and interest thereon.

12 31. When employees, such as the Class Members, are not paid for all hours worked
13 under Labor Code section 1194, they are entitled to recover minimum wages for the time which
14 they received no compensation. (See *Sillah v. Command International Security Services* (N.D.
15 Cal. 2015) 154 F.Supp.3d 891 [employees suing for failure to pay overtime could recover
16 liquidated damages under Labor Code section 1194.2 if they also showed they were paid less than
17 minimum wage].)

18 32. Labor Code section 1197.1 authorizes employees who are paid less than the
19 minimum wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty,
20 among other damages, as follows:

21 (1) "For any initial violation that is intentionally committed, one
22 hundred dollars (\$100) for each underpaid employee for each pay
23 period for which the employee is underpaid."

24 (2) "For each subsequent violation for the same specific offense,
25 two hundred fifty dollars (\$250) for each underpaid employee for
26 each pay period for which the employee is underpaid regardless of
27 whether the initial violation is intentionally committed." (Lab.
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Code, § 1197.1, subd. (a).)

33. As set forth above, Defendants failed to fully compensate the Class Members and the Aggrieved Employees for all minimum wages. Accordingly, the Class Members are entitled to recover liquidated damages for violations of Labor Code section 1197.1.

34. Based upon these same factual allegations, the Class Members are likewise entitled to penalties under Labor Code sections 1199.

B. OVERTIME VIOLATIONS

35. Labor Code section 510 requires employers to compensate employees who work more than eight hours in one workday, forty hours in a workweek, and for the first eight hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Further, Labor Code section 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve hours in a day or more than eight hours on the seventh consecutive day of work. (Lab. Code, § 510, subd. (a).) These rules are also reflected in the Applicable Wage Orders.

36. In accordance with Labor Code section 1194 and the Applicable Wage Orders, the Class Members could not then agree and cannot now agree to work for a lesser wage than the amount provided by Labor Code sections 510 or the Applicable Wage Orders.

37. Here, Defendants violated their duty to accurately and completely compensate the Class Members for all overtime worked. The Class Members periodically worked hours that entitled them to overtime compensation under the law but were not fully compensated for those hours.

38. Moreover, during the relevant statutory periods, Defendants had a policy and practice of failing to pay overtime wages at the proper rate when it actually paid overtime. Specifically, when Defendants paid overtime wages to the Class Members, Defendants failed to include all compensation when calculating the regular rate of pay used in overtime calculations and when paying overtime.

1 39. For instance, the Class Members would often receive, along with their hourly rates
2 of pay for their working hours, additional remuneration and/or non-discretionary bonus pay.
3 Defendants, however, calculated the regular rate of pay for the Class Members without factoring
4 into the regular rate of pay all other non-hourly pay earnings received during the pay period. As a
5 result, the Class Members were underpaid overtime wages when they worked in excess of eight
6 hours in any workday and/or forty hours in a workweek when such additional forms of
7 remuneration were earned. By its practice of periodically requiring the Class Members to work in
8 excess of eight hours in a workday and/or forty hours in a workweek without compensating them
9 at the rate of one and one-half (1½) their regular rate of pay, Defendants willfully violated the
10 provisions of Labor Code sections 510, 1194, and 1199.

11 40. Further, due to Defendants' uniform payroll policies and practices that unfairly
12 rounded employees' wages to the detriment of the Class Members and the Aggrieved Employees
13 discussed above, this rounding policy routinely failed to capture the entirety of the hours the Class
14 Members and the Aggrieved Employees worked and was structured in a way that favored
15 underpayment, which triggered unpaid overtime for which Plaintiff, Class Members, and
16 Aggrieved Employees were not compensated.

17 41. In addition, Plaintiff, Class Members, and Aggrieved Employees worked off-the-
18 clock as detailed in the prior section due to, among other things, having to go through security
19 checks/procedures, waiting in line to clock in, or having to find functioning time machines/iPads.
20 Employees also were required to wear uniforms and not compensated for time spent associated
21 with maintenance/cleaning of same. This work triggered unpaid overtime.

22 42. These actions were and are in clear violation of California's overtime laws as set
23 forth in Labor Code sections 510, 1194, 1199, and the Applicable Wage Orders. (Cal. Code of
24 Regs., tit. 8, §§ 11050, 11070.) As a result of Defendants' faulty policies and practices, the Class
25 Members and Aggrieved Employees were not compensated for all hours worked or paid accurate
26 overtime compensation.

1 **C. REST BREAK VIOLATIONS**

2 43. Pursuant to Labor Code section 226.7 and the Applicable Wage Orders, Defendants
3 were and are required to provide the Class Members and the Aggrieved Employees with
4 compensated, duty-free rest periods of not less than ten minutes for every major fraction of four
5 hours worked. Under the Applicable Wage Orders, an employer must authorize and permit all
6 employees to take ten-minute duty-free rest periods for every major fraction of four hours worked.
7 (Cal. Code of Regs., tit. 8, §§ 11130, 11140.)

8 44. Likewise, Labor Code section 226.7 provides that “[a]n employer shall not require
9 an employee to work during a meal or rest or recovery period mandated pursuant to an applicable
10 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”
11 (Lab. Code, § 226.7, subd. (b).) Labor Code section 226.7 also provides that employers must pay
12 their employees one additional hour of pay at the employee’s regular rate for each workday that a
13 “meal or rest or recovery period is not provided.” (Lab. Code, § 226.7, subd. (c).) Thus, the Wage
14 Orders set when and for how long the rest period must take place and the Labor Code establishes
15 that violations of the IWC Wage Orders are unlawful and sets forth the premium pay employer
16 must pay their employees when employers fail to provide rest periods.

17 45. The California Supreme Court has held that, during required rest periods,
18 “employers must relieve their employees of all duties and relinquish any control over how
19 employees spend their break time.” (*Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th
20 257, 260.) Relinquishing control over employees during rest periods requires that employees be
21 “free to leave the employer’s premises” and be “permitted to attend to personal business.” (*Id.* at
22 p. 275.) The *Brinker* Court explained in the context of rest breaks that employer liability attaches
23 from adopting an unlawful policy:

24 46. “An employer is required to authorize and permit the amount of rest break time
25 called for under the wage order for its industry. If it does not—if, for example, it adopts a uniform
26 policy authorizing and permitting only one rest break for employees working a seven-hour shift
27 when two are required—it has violated the wage order and is liable.” (*Brinker Rest. Corp. v.*
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1 *Superior Court* (2012) 53 Cal.4th 1004, 1033.)

2 47. Here, Defendants periodically did not permit the Class Members and the Aggrieved
3 Employees to take compliant duty-free rest breaks, free from Defendants' control as required by
4 Labor Code section 226.7, the Applicable Wage Orders, and applicable precedent. (See *Augustus*
5 *v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, 269 [concluding that "during rest periods
6 employers must relieve employees of all duties and relinquish control over how employees spend
7 their time."].) At all relevant times, the Class Members and the Aggrieved Employees were
8 periodically not provided with legally compliant and timely rest periods of at least ten minutes for
9 each four hour work period, or major fraction thereof due to Defendants' unlawful rest period
10 policies/practices. The Class Members and the Aggrieved Employees were often expected and
11 required to continue working through rest periods to meet the expectations of Defendants and
12 finish the workday. In some cases when the Class Members and the Aggrieved Employees worked
13 more than ten hours in a shift, Defendants failed to authorize and/or permit a third mandated rest
14 period. As a result, the Class Members and the Aggrieved Employees were periodically unable to
15 take compliant rest periods.

16 48. In such cases where Defendants did not offer the Class Members and the Aggrieved
17 Employees the opportunity to receive a compliant off-duty rest period, "the court may not conclude
18 employees voluntarily chose to skip those breaks." (*Alberts v. Aurora Behavioral Health Care*
19 (2015) 241 Cal.App.4th 388, 410 (2015) ["If an employer fails to provide legally compliant meal
20 or rest breaks, the court may not conclude employees voluntarily chose to skip those breaks."];
21 *Brinker Rest. Corp. v. Superior Court, supra*, 53 Cal.4th at p. 1033 ["No issue of waiver ever
22 arises for a rest break that was required by law but never authorized; if a break is not authorized,
23 an employee has no opportunity to decline to take it."].)

24 49. In addition to failing to authorize and permit compliant rest periods, the Class
25 Members and the Aggrieved Employees were not compensated with one hour's worth of pay at
26 their regular rate of compensation when they were not provided with a compliant rest period in
27 accordance with Labor Code section 226.7, subdivision (c). Thus, Defendants have violated Labor
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1 Code section 226.7 and the Applicable Wage Orders.

2 50. In addition, Plaintiff, Class Members, and Aggrieved Employees were not provided
3 with compliant rest breaks due to having to go through security checks/procedures (detailed above)
4 and/or waiting in line to clock back in and/or having to find functioning time machines/iPads.

5 51. Based on the foregoing, Plaintiffs seeks to recover, on behalf of themselves and
6 other non-exempt employees, rest period premiums and penalties.

7 **D. MEAL BREAK VIOLATIONS**

8 52. Labor Code section 512 and the Applicable Wage Orders require employers to
9 provide employees with a thirty-minute uninterrupted and duty-free meal period within the first
10 five hours of work. (Lab. Code, § 512, subd. (a) [“An employer shall not employ an employee for
11 a work period of more than five hours per day without providing the employee with a meal period
12 of not less than 30 minutes”]; Cal. Code of Regs., tit. 8, §§ 11130, 11140 [“No employer shall
13 employ any person for a work period of more than five (5) hours without a meal period of not less
14 than 30 minutes”].) Additionally, an employee who works more than ten hours per day is
15 entitled to receive a second thirty-minute uninterrupted and duty-free meal period. (Lab. Code, §
16 512, subd. (a) [“An employer shall not employ an employee for a work period of more than 10
17 hours per day without providing the employee with a second meal period of not less than 30
18 minutes”].)

19 53. “An on-duty meal period is permitted only when the nature of the work prevents an
20 employee from being relieved of all duty and the parties agree in writing to an on-duty paid meal
21 break.” (*Lubin v. The Wackenhut Corp.* (2016) 5 Cal.App.5th 926, 932.) The written agreement
22 must include a provision allowing the employee to revoke it at any time. (*Ibid.*) Generally, the
23 California Department of Industrial Relations, Division of Labor Standards Enforcement
24 (“DLSE”) and courts have “found that the nature of the work exception applies: (1) where the
25 work has some particular external force that requires the employee to be on duty at all times, and
26 (2) where the employee is the sole employee of a particular employer.” (*Id.* at p. 945, internal
27 quotation marks omitted; *Abdullah v. U.S. Security Associates, Inc.* (9th Cir. 2013) 731 F.3d 952,
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1 958–959.) “[I]t is the employer’s obligation to determine whether the nature of the work prevents
2 an employee from being relieved before requiring an employee to take an on-duty meal period.”
3 (*Lubin v. The Wackenhut Corp.*, *supra*, 5 Cal.App.5th at p. 946.)

4 54. Here, nothing in the nature of the Class Members’ and the Aggrieved Employees’
5 work involved the kind of “external force” that might justify on-duty meal breaks. (*Lubin v. The*
6 *Wackenhut Corp.*, *supra*, 5 Cal.App.5th at p. 945.) Nevertheless, Defendants periodically did not
7 provide compliant off-duty meal periods within the first five hours of work for the Class Members
8 and the Aggrieved Employees.

9 55. As with rest breaks, meal breaks must be duty-free. (*Brinker Restaurant Corp. v.*
10 *Superior Court* (2012) 53 Cal.4th 1004, 1035 [“The IWC’s wage orders have long made a meal
11 period’s duty-free nature its defining characteristic.”].) Relinquishing control over employees
12 during meal periods requires that employees be “free to leave the employer’s premises” and be
13 “permitted to attend to personal business.” (*Augustus v. ABM Security Services, Inc.*, *supra*, 2
14 Cal.5th at p. 275.) Under Labor Code section 512, if an employer maintains a uniform policy that
15 does not authorize and permit the amount of meal time called for under the law (as specified in the
16 Labor Code and/or applicable IWC Wage Order), “it has violated the wage order and is liable.”
17 (*Brinker Restaurant Corp. v. Superior Court*, *supra*, 53 Cal.4th at p. 1033.)

18 56. During the applicable statutory periods here, the Class Members and the Aggrieved
19 Employees were periodically denied legally compliant and timely off-duty meal periods of at least
20 thirty minutes due to Defendants’ unlawful meal period policy and practices. As a result of
21 Defendants’ uniform meal period policies and practices, the Class Members and the Aggrieved
22 Employees were often not permitted to take compliant first meal periods before the end of the fifth
23 hour of work. The Class Members and the Aggrieved Employees were also periodically not
24 permitted to take second meal periods for shifts in excess of ten hours. Defendants thus violated
25 Labor Code section 512 and the Applicable Wage Orders by failing to advise, authorize, or permit
26 the Class Members and the Aggrieved Employees to receive thirty-minute, off-duty meal periods
27 within the first five hours of their shifts.
28

1 57. Labor Code section 226.7 provides that “[a]n employer shall not require an
2 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
3 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.” (Lab.
4 Code, § 226.7, subd. (b).) Labor Code section 226.7, subdivision (c), and the Applicable Wage
5 Orders further obligate employers to pay employees one additional hour of pay at the employee’s
6 regular rate of compensation for each workday that the meal period is not provided. (Lab. Code,
7 § 226.7, subd. (c); Cal. Code of Regs., tit. 8, §§ 11130, 11140 [“If an employer fails to provide an
8 employee a meal period in accordance with the applicable provisions of this order, the employer
9 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
10 workday that the meal period is not provided.”].)

11 58. Accordingly, for each day that the Class Members and the Aggrieved Employees
12 did not receive compliant meal periods, they were and are entitled to receive meal period premiums
13 pursuant to Labor Code section 226.7 and the Applicable Wage Orders. Defendants, however,
14 failed to pay the Class Members and the Aggrieved Employees applicable meal period premiums
15 for many workdays that the employees did not receive a compliant meal period. Thus, Defendants
16 have violated Labor Code section 226.7 and the Applicable Wage Orders.

17 59. In addition, Plaintiffs, Class Members, and Aggrieved Employees were not
18 provided with compliant meal breaks due to having to go through security checks/procedures
19 (detailed above) and/or waiting in line to clock back in for lunch and/or having to find functioning
20 time machines/iPads.

21 60. Based on the foregoing, Plaintiffs seek to recover, on behalf of themselves and other
22 non-exempt employees, meal period premiums and penalties.

23 **E. FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 61. At all relevant times herein, Defendants were subject to Labor Code section 2802,
25 which states that “an employer shall indemnify his or her employees for all necessary expenditures
26 or losses incurred by the employee in direct consequence of the discharge of his or her duties, or
27 of his or her obedience to the directions of the employer.” The purpose of this section is to “prevent
28

1 employers from passing along their operating expenses onto their employees.” (*Gattuso v. Harte-*
2 *Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562.)

3 62. At all relevant times herein, Defendants were subject to Labor Code section 2804,
4 which states that “any contract or agreement, express or implied, made by any employee to waive
5 the benefits of this article or any part thereof, is null and void, and this article shall not deprive any
6 employee or her personal representative of any right or remedy to which he is entitled under the
7 laws of this State.”

8 63. Thus, the Class Members were and are entitled to reimbursement for the expenses
9 they incurred during the course of their duties. The duty to reimburse even extends to the use of
10 equipment the employee may already own and would be required to pay for anyway. (*Cochran v.*
11 *Schwan’s Home Serv., Inc.* (2014) 228 Cal.App.4th 1137, 1144 [“The threshold question in this
12 case is this: Does an employer always have to reimburse an employee for the reasonable expense
13 of the mandatory use of a personal cell phone, or is the reimbursement obligation limited to the
14 situation in which the employee incurred an extra expense that he or she would not have otherwise
15 incurred absent the job? The answer is that reimbursement is always required. Otherwise, the
16 employer would receive a windfall because it would be passing its operating expenses on to the
17 employee.”].)

18 64. Here, Defendants failed to fully reimburse the Class Members for necessary
19 expenditures incurred as a direct consequence and requirement of performing their job duties,
20 including the costs associated with their personal cell phone they required to perform their work,
21 uniforms/shoes/PPE and costs associated with maintenance of same. Consequently, Defendants
22 failed to comply with Labor Code section 2802.

23 F. UNTIMELY WAGES DURING EMPLOYMENT

24 65. Labor Code section 204 expressly requires employers who pay employees on a
25 weekly, biweekly, or semimonthly basis to pay all wages “not more than seven calendar days
26 following the close of the payroll period.” Labor Code section 210, subdivision (a), makes
27 employers who violate Labor Code section 204 subject to a penalty of:
28

1 “(1) For any initial violation, one hundred dollars (\$100) for each
2 failure to pay each employee.

3 “(2) For each subsequent violation, or any willful or intentional
4 violation, two hundred dollars (\$200) for each failure to pay each
5 employee, plus 25 percent of the amount unlawfully withheld.”
6 (Lab. Code, § 210, subd. (a).)

7 66. Notably, the penalty provided by Labor Code section 210 is “[i]n addition to, and
8 entirely independent and apart from, any other penalty provided in this article” (Lab. Code,
9 § 210, subd. (a).)

10 67. Due to Defendants’ failure to pay the Class Members and the Aggrieved Employees
11 the wages described above, along with rest and meal break premiums, Defendants failed to timely
12 pay the Class Members and the Aggrieved Employees within seven calendar days following the
13 close of payroll in accordance with Labor Code section 204 on a regular and consistent basis.

14 **G. UNTIMELY WAGES AT SEPARATION**

15 68. Labor Code section 203 provides “if an employer willfully fails to pay . . . any
16 wages of an employee who is discharged or who quits, the wages of the employee shall continue
17 as a penalty” for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th
18 487, 492.) As a result of Defendants’ failure to pay the Class Members and the Aggrieved
19 Employees for the wages described above, along with rest and meal break premiums, Defendants
20 violated and continue to violate Labor Code section 203.

21 69. Due to Defendants’ faulty pay policies, those former Class Members whose
22 employment with Defendants concluded were not compensated for each and every hour worked
23 at the appropriate rate. Defendants have failed to pay former Class Members whose sums were
24 certain at the time of termination within seventy-two hours of their resignation and have failed to
25 pay those sums for thirty days thereafter.

26 **H. WAGE STATEMENT VIOLATIONS**

27 70. Defendants also failed to provide accurate itemized wage statements in accordance
28

1 with Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226,
2 subdivision (a), obligates employers, semi-monthly or at the time of each payment to furnish an
3 itemized wage statement in writing showing:

- 4 (1) The gross wages earned;
- 5 (2) The total hours worked by the employee;
- 6 (3) The number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece rate basis;
- 8 (4) All deductions, provided that all deductions made on written
9 orders of the employee may be aggregated and shown as one item;
- 10 (5) The net wages earned;
- 11 (6) The inclusive dates of the period for which the employee is
12 paid;
- 13 (7) The name of the employee and only the last four digits of his
14 or her social security number or an employee identification number
15 other than a social security number;
- 16 (8) The name and address of the legal entity that is the employer;
17 and
- 18 (9) All applicable hourly rates in effect during the pay period
19 and the corresponding number of hours worked at each hourly rate
20 by the employee.

21 71. Due to Defendants' failure to pay the Class Members and the Aggrieved Employees
22 properly as described above, the wage statements issued do not indicate the correct amount of
23 gross wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in
24 effect during the pay period and the corresponding number of hours worked at each hourly rate.
25 Thus, Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

26 72. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly
27 and intentionally failed to provide the Class Members and the Aggrieved Employees with accurate
28

1 itemized wage statements in violation of Labor Code section 226, subdivision (e). Defendants
2 knew that they were not providing the Class Members and the Aggrieved Employees with wage
3 statements required by California law but nevertheless failed to correct their unlawful practices
4 and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the
5 defendant knowingly and intentionally violated Labor Code section 226 because the “[d]efendant
6 knew that it was not providing total hours worked to Plaintiffs or other employees paid on
7 commission” even though it believed that employees paid solely on commission or commission
8 and salary “are exempt and therefore we do not record hours on a wage statement.”].)

9 I. RECORDKEEPING VIOLATIONS

10 73. Labor Code section 226, subdivision (a), requires employers to keep an accurate
11 record of, among other things, all hours worked by employees. Labor Code section 226.3 provides,
12 in pertinent part, as follows:

13 “Any employer who violates subdivision (a) of Section 226 shall be subject
14 to a civil penalty in the amount of two hundred fifty dollars (\$250) per
15 employee per violation in an initial citation and one thousand dollars
16 (\$1,000) per employee for each violation in a subsequent citation, for which
17 the employer fails to provide the employee a wage deduction statement or
18 fails to keep the records required in subdivision (a) of Section 226. The
19 civil penalties provided for in this section are in addition to any other
20 penalty provided by law.” (Lab. Code, § 226.3, emphasis added.)

21 74. Likewise, Labor Code section 1174, subdivision (d), requires every employer,
22 including Defendants, to:

23 “Keep, at a central location in the state or at the plants or establishments at
24 which employees are employed, payroll records showing the hours worked
25 daily by and the wages paid to, and the number of piece-rate units earned
26 by and any applicable piece rate paid to, employees employed at the
27 respective plants or establishments. These records shall be kept in
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1 accordance with rules established for this purpose by the commission, but
2 in any case, shall be kept on file for not less than three years. An employer
3 shall not prohibit an employee from maintaining a personal record of hours
4 worked, or, if paid on a piece-rate basis, piece-rate units earned.” (Lab.
5 Code, § 1174, subd. (d), emphasis added.)

6 75. As explained in detail above, Defendants failed to provide the Class Members and
7 the Aggrieved Employees with accurate itemized wage statements. Defendants did so, in part,
8 because they failed to accurately track hours worked by the Class Members and the Aggrieved
9 Employees. Defendants have thus failed to keep accurate records of the “total hours worked by
10 the employee[s]” in violation of Labor Code section 226, subdivision (a), and are therefore subject
11 to the penalties provided by Labor Code section 226.3. These penalties are “in addition to any
12 other penalty provided by law.” (Lab. Code, § 226.3.)

13 76. The failure to accurately track hours worked also resulted in a failure of Defendants
14 to keep a record of all “payroll records showing the hours worked daily by” Defendants’
15 employees, including Plaintiffs and the other Class Members, in violation of Labor Code section
16 1174, subdivision (d).

17 **V. CLASS ACTION ALLEGATIONS**

18 77. As mentioned above, Plaintiffs bring this action on behalf of themselves and the
19 Class Members pursuant to section 382 of the Code of Civil Procedure.

20 78. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of
21 all members would be unfeasible and not practicable. The membership of the class is unknown to
22 Plaintiffs at this time; however, it is estimated that the number of Class Members is greater than
23 100 individuals. The identity of such membership is readily ascertainable via inspection of
24 Defendants’ employment records.

25 79. **Common Questions of Law and Fact Predominate/Well Defined Community**
26 **of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly
27 situated non-exempt employees, which predominate over questions affecting only individual
28

members including, without limitation to:

- A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all hours worked, including all minimum wages;
- B. Whether Defendants' pay policies/practices resulted in a failure to pay the Class Members for all required overtime wages at the Class Members' regular rate of pay;
- C. Whether Defendants' rest period policies and practices afforded legally compliant rest periods or compensation in lieu thereof;
- D. Whether Defendants' meal period policies and practices afforded legally compliant meal periods or compensation in lieu thereof;
- E. Whether Defendants maintained accurate employment records;
- F. Whether Defendants timely paid all wages during employment;
- G. Whether Defendants timely paid all wages earned and unpaid at separation;
- H. Whether Defendants furnished legally-compliant wage statements to the Class Members pursuant to Labor Code section 226; and
- I. Whether Defendants' violations of the Labor Code and the Applicable Wage Orders amounted to a violation of California's UCL.

80. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual Class Members. The common questions of law set forth above are numerous and substantial and stem from Defendants' uniform policies and practices applicable to each individual class member, such as Defendants' uniform policy and practice of failing to pay for all hours worked, Defendants' uniform policies and practices which failed to provide compliant rest periods, Defendants' uniform policies and practices which failed to provide compliant meal periods, Defendants' failure to provide accurate itemized wage statements, and others. As such, the common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

1 81. **Typicality:** The claims of Plaintiffs are typical of the claims of the Class Members
2 because Plaintiffs were employed by Defendants as a non-exempt employee in California during
3 the statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged
4 herein, Plaintiffs, like the other Class Members, were deprived of minimum, regular, and overtime
5 wages because of Defendants' unlawful timekeeping policies and practices, were deprived of rest
6 periods and premium wages in lieu thereof, was deprived of meal periods and premium wages in
7 lieu thereof, were subject to Defendants' uniform rest period policies and practices, were subject
8 to Defendants' uniform meal period policies and practices, were not provided accurate itemized
9 wage statements, were not paid all wages in full and on time, and were subject to other similar
10 policies and practices to which the Class Members were subject.

11 82. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
12 steps to represent fairly and adequately the interests of the Class Members. Moreover, Plaintiffs'
13 attorneys are ready, willing, and able to fully and adequately represent the Class Members and
14 Plaintiffs. Plaintiffs' attorneys have prosecuted numerous wage-and-hour class actions in state
15 and federal court in the past and are committed to vigorously prosecuting this action on behalf of
16 the Class Members.

17 83. **Superiority:** The California Labor Code is broadly remedial in nature and serves
18 an important public interest in establishing minimum working conditions and standards in
19 California. These laws and labor standards protect the average working employee from
20 exploitation by employers who have the responsibility to follow the laws and who may seek to
21 take advantage of superior economic and bargaining power in setting onerous terms and conditions
22 of employment. The nature of this action and the format of laws available to Plaintiffs and the
23 Class Members make the class action format a particularly efficient and appropriate procedure to
24 redress the violations alleged herein. If each employee were required to file an individual lawsuit,
25 Defendants would necessarily gain an unconscionable advantage since they would be able to
26 exploit and overwhelm the limited resources of each individual Plaintiffs with their vastly superior
27 financial and legal resources.
28

1 84. Moreover, requiring each Class Member to pursue an individual remedy would also
2 discourage the assertion of lawful claims by employees who would be disinclined to file an action
3 against their former or current employer for real and justifiable fear of retaliation and permanent
4 damages to their careers at subsequent employment. Further, the prosecution of separate actions
5 by the individual Class Members, even if possible, would create a substantial risk of inconsistent
6 or varying verdicts or adjudications with respect to the individual Class Members against
7 Defendants herein, and which would establish potentially incompatible standards of conduct for
8 Defendants or legal determinations with respect to individual Class Members which would, as a
9 practical matter, be dispositive of the interest of the other Class Members not parties to
10 adjudications or which would substantially impair or impede the ability of the Class Members to
11 protect their interests.

12 85. Further, the claims of the individual Class Members are not sufficiently large to
13 warrant vigorous individual prosecution considering the concomitant costs and expenses attending
14 thereto. As such, the Class Members identified above are maintainable as a class under section
15 382 of the Code of Civil Procedure.

16 **VI. EXHAUSTION OF REMEDIES**

17 86. Plaintiffs have fully and completely exhausted administrative remedies under
18 PAGA prior to proceeding with the PAGA claims stated in this complaint. Plaintiffs filed a PAGA
19 notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by
20 certified mail to Defendants setting forth the facts and theories of the violations alleged against
21 Defendants, as prescribed by PAGA. (Lab. Code, §§ 2698–2699.6.)

22 87. As required by PAGA, Plaintiffs submitted the \$75.00 filing fee online with the
23 LWDA. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by
24 Plaintiffs from the LWDA evidencing its intention to investigate within sixty-five calendar days
25 of the postmark date of the PAGA notice. Plaintiffs is therefore entitled to commence and proceed
26 with a civil action pursuant to Labor Code section 2699.

1 **VII. CAUSES OF ACTION**

2 **First Cause of Action**

3 *Failure to Pay All Minimum Wages*

4 *(Against All Defendants)*

5 88. Plaintiffs reallege and incorporate by reference all previous paragraphs.

6 89. Section 4 of the Applicable Wage Orders and Labor Code section 1197 establish
7 the right of employees to be paid minimum wages for all hours worked, in amounts set by state
8 law. (Lab. Code, § 1197; Cal. Code of Regs., tit. 8, §§ 11130, 11140.) Labor Code sections 1194,
9 subdivision (a), and 1194.2, subdivision (a), provide that an employee who has not been paid the
10 legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance,
11 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal
12 to the unpaid wages and interest accrued thereon.

13 90. Here, Defendants failed to fully conform their pay practices to the requirements of
14 the law during the relevant statutory periods. Plaintiffs and the other Class Members were not
15 compensated for all hours worked including, but not limited to, all hours they were subject to the
16 control of Defendants and/or suffered or permitted to work under the Labor Code and the
17 Applicable Wage Orders.

18 91. Labor Code section 1198 makes unlawful the employment of an employee under
19 conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and
20 1194.2, subdivision (a), provide that an employer who has failed to pay its employees the legal
21 minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well
22 as liquidated damages in an amount equal to the wages due and interest thereon.

23 92. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
24 Plaintiffs and the other Class Members have sustained economic damages, including but not
25 limited to unpaid wages and lost interest, in an amount to be established at trial, and they are
26 entitled to recover economic and statutory damages and penalties and other appropriate relief
27 because of Defendants' violations of the Labor Code and Applicable Wage Orders.
28

93. Defendants' practices and policies regarding illegal employee compensation are unlawful and create an entitlement to recovery by Plaintiffs and the other Class Members in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code sections 204, 218.5, 1194, 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

Second Cause of Action

Failure to Pay All Overtime Wages

(Against All Defendants)

94. Plaintiffs reallege and incorporate by reference all previous paragraphs.

95. This cause of action is brought pursuant to Labor Code sections 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed. At all times relevant herein, Defendants were required to properly pay Plaintiffs and the other Class Members for all overtime wages earned pursuant to Labor Code section 1194 and the Applicable Wage Orders. Defendants caused Plaintiffs and the other Class Members to work overtime hours but did not compensate them at one and one-half times their regular rate of pay for such hours in accordance with California law. Likewise, Defendants caused Plaintiffs and the other Class Members to work double-time hours but did not compensate them at twice their regular rate of pay for such hours in accordance with California law.

96. Defendants failed to fully conform their pay practices to the requirements of California law. This unlawful conduct includes but is not limited to Defendants' uniform and unlawful pay policies and practices of failing to accurately record all the time that non-exempt employees were under the supervision and control of Defendants. The foregoing policies and practices are unlawful and allow Plaintiffs and the other Class Members to recover in a civil action the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code section 204, 510, 1194, and 1198, the

Applicable Wage Orders, and Code of Civil Procedure section 1021.5.

Third Cause of Action

Failure to Provide Rest Periods and Pay Missed Rest Period Premiums

(Against All Defendants)

97. Plaintiffs reallege and incorporate by reference all previous paragraphs.

98. Section 12 of the Applicable Wage Orders, and Labor Code section 226.7 establish the right of employees to be provided with a rest period of at least ten minutes for each four hour period worked, or major fraction thereof. (See Cal. Code of Regs., tit. 8, §§ 11130, 11140.)

99. Due to Defendants' unlawful rest period policies and practices described in detail above, Defendants did not authorize and permit Plaintiffs and the other Class Members to take all rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiffs and the other Class Members at their respective regular rates of pay for each violation, in accordance with California Labor Code section 226.7.

100. The foregoing violations create an entitlement to recovery by Plaintiffs and the other Class Members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to the Applicable Wage Orders, and California Labor Code section 226.7.

Fourth Cause of Action

Failure to Provide Meal Periods and Pay Missed Meal Period Premiums

(Against All Defendants)

101. Plaintiffs reallege and incorporate by reference all previous paragraphs.

102. Plaintiffs are informed and believe and thereon allege, that Defendants failed in their affirmative obligation to provide their hourly non-exempt employees, including Plaintiffs and the other Class Members, with all required meal periods in accordance with the mandates of the Labor Code and the Applicable Wage Orders, for the reasons set forth herein above. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiffs and the other Class Members at their respective regular rates of pay for each violation, in accordance with

1 California Labor Code section 226.7.

2 103. As a result, Defendants are responsible for paying premium compensation for meal
3 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
4 Applicable Wage Orders and Labor Code sections 226.7 and 512, and Civil Code sections 3287,
5 subdivision (b), and 3289. (See Cal. Code of Regs., tit. 8, §§ 11130, 11140.)

6 **Fifth Cause of Action**

7 *Failure to Maintain Accurate Employment Records*

8 *(Against All Defendants)*

9 104. Plaintiffs reallege and incorporate by reference all previous paragraphs.

10 105. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall
11 keep at a central location in the state or at the plants or establishments at which employees are
12 employed, payroll records showing the hours worked daily by and wages paid to employees
13 employed at the respective plants or establishments. These records must be kept in accordance
14 with rules established for this purpose by the commission, but in any case shall be kept on file for
15 not less than two years.

16 106. Labor Code section 1174.5 imposes a civil penalty of \$500 for an employer's
17 failure to maintain accurate and complete records.

18 107. Defendant has intentionally and willfully failed to keep accurate and complete
19 records showing the hours worked daily and wages paid to Plaintiffs and the other Class Members.
20 Thus, Plaintiffs and the other Class Members have been denied their legal right and protected
21 interest in having available at a central location at the plant or establishment where they are
22 employed, accurate and complete payroll records showing the hours worked daily by, and the
23 wages paid to, employees at those respective locations pursuant to Labor Code 1174.

24 **Sixth Cause of Action**

25 *Failure to Pay Wages Timely During Employment*

26 *(Against All Defendants)*

27 108. Plaintiffs reallege and incorporate by reference all previous paragraphs.

1 109. Labor Code section 200 provides that “wages” include all amounts for labor
2 performed by employees of every description, whether the amount is fixed or ascertained by the
3 standard of time, task, pieces, commission basis, or other method of calculation. Labor Code
4 section 204 states that all wages earned by any person in any employment are payable twice during
5 the calendar month and must be paid not more than seven days following the close of the period
6 when the wages were earned. Labor Code section 210, subdivision (a), makes employers who
7 violate Labor Code section 204 subject to a penalty of \$100 for any initial failure to timely pay
8 each employee’s full wages and \$200 for each subsequent violation, plus 25% of the amount
9 unlawfully withheld.

10 110. Labor Code section 216 establishes that it is a misdemeanor for any person, with
11 regards to wages due, to “falsely deny the amount or validity thereof, or that the same is due, with
12 intent to secure themselves, her employer or other person, any discount upon such indebtedness,
13 or with intent to annoy, harass, oppress, hinder, delay, or defraud, the person to whom such
14 indebtedness is due.”

15 111. Defendants as a matter of established company policy and procedure in the State of
16 California, scheduled, required, suffered, and/or permitted Plaintiffs and the other Class Members,
17 to work without full compensation, to work without legally-compliant off-duty meal periods, to
18 work without legally-compliant off-duty rest periods, and thereby failed to fully pay Plaintiffs and
19 the other Class Members within seven days of the close of payroll, as required by law.

20 112. Defendants, as a matter of established company policy and procedure in the State
21 of California, falsely deny they owe Plaintiffs and the other Class Members these wages, with the
22 intent of securing for itself a discount upon its indebtedness and/or to annoy, harass, oppress,
23 hinder, delay, and/or defraud Plaintiffs and the other Class Members.

24 113. Defendants’ pattern, practice, and uniform administration of its corporate policy of
25 illegally denying employees compensation, as described herein, is unlawful and entitles Plaintiffs
26 and the other Class Members to recover, pursuant to Labor Code section 218, the unpaid balance
27 of the compensation owed to them in a civil action and any applicable penalties, attorney fees, and
28

1 interest owed to them pursuant to Labor Code sections 210 and 218.5.

2 **Seventh Cause of Action**

3 *Failure to Pay All Wages Earned and Unpaid at Separation*

4 *(Against All Defendants)*

5 114. Plaintiffs reallege and incorporate by reference all previous paragraphs.

6 115. The actionable period for this cause of action is three years prior to the filing of this
7 complaint through the present, and ongoing until the violations are corrected or the class is
8 certified. (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth*
9 *Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor
10 Code sections 201 and 202 of the California Labor Code require Defendants to pay all
11 compensation due and owing to its former employees (including the formerly-employed Class
12 Members) during the actionable period for this cause of action at or around the time that their
13 employment is or was terminated, or ended.

14 116. Section 203 of the Labor Code provides that if an employer willfully fails to pay
15 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then
16 the employer is liable for penalties in the form of continued compensation up to thirty workdays.

17 117. Due to Defendants' faulty pay policies, those Class Members whose employment
18 with Defendants has concluded were not compensated for each and every hour worked at the
19 appropriate rate. Defendants have willfully failed to pay those formerly employed Class Members
20 whose sums were certain at the time of termination within seventy-two hours of their resignation
21 and have failed to pay those sums for thirty days thereafter as required by Labor Code sections
22 201 through 203.

23 118. As a result, Defendants are liable to the formerly employed Class Members for
24 waiting time penalties amounting to thirty days wages for the formerly-employed Class Members
25 pursuant to Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of
26 wages due upon termination entitles an employee to recover waiting time penalties].)
27
28

1 **Eighth Cause of Action**

2 *Failure to Indemnify All Necessary Business Expenditures*

3 *(Against All Defendants)*

4 119. Plaintiffs reallege and incorporate by reference all previous paragraphs.

5 120. California Labor Code Section 2802 states that employers must “indemnify” an
6 employee for “all necessary expenditures or losses incurred by the employee in direct consequence
7 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”
8 Likewise, Labor Code section 2804 states that “any contract or agreement, express or implied,
9 made by any employee to waive the benefits of this article or any part thereof, is null and void,
10 and this article shall not deprive any employee or her personal representative of any right or remedy
11 to which he is entitled under the laws of this State.”

12 121. Here, Plaintiffs and the other Class Members paid out of pocket for necessary
13 business expenditures incurred as a direct consequence and requirement of performing their job
14 duties, including the costs associated with their personal cell phone they required to perform their,
15 uniforms/shoes/PPE and costs associated with maintenance of same. Despite knowing that
16 Plaintiffs and the other Class Members incurred these necessary business expenses, and requiring
17 Plaintiffs and the other Class Members to use such items, Defendants did not reimburse them.

18 122. Thus, Plaintiffs and the other Class Members are entitled to recover the cost of such
19 necessary business expenses, plus interest from the date each incurred such business expenses,
20 plus fees and costs. (Lab. Code, § 2802, subds. (b), (c).)

21 **Ninth Cause of Action**

22 *Failure to Furnish Accurate Itemized Wage Statements*

23 *(Against All Defendants)*

24 123. Plaintiffs reallege and incorporate by reference all previous paragraphs.

25 124. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at
26 the time of each payment to furnish an itemized wage statement in writing showing:

27 (1) The gross wages earned;

- (2) The total hours worked by the employee;
- (3) The number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate basis;
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (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.

125. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiffs and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiffs and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

126. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

127. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiffs and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiffs and the other Class Members are each entitled to recover an initial penalty of \$50, and

1 subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per
2 Plaintiffs and per each Class Member from Defendants pursuant to Labor Code section 226,
3 subdivision (e), along with costs and reasonable attorneys' fees.

4 **Tenth Cause of Action**

5 *Failure to Provide Employment Records*

6 *(Against All Defendants)*

7 128. Plaintiffs incorporate by reference the allegations contained in all preceding
8 paragraphs as though fully set forth herein.

9 129. Defendants have a uniform policy and practice of failing to produce or make
10 available a current or former employee's pay, time, and/or personnel records when requested
11 pursuant to Labor Code sections 226, 432, 1174, and 1198.5.

12 130. Plaintiffs and other Class Members sent written requests for payroll and personnel
13 records to Defendants but Defendants failed to timely produce complete records as required by
14 California law.

15 131. Based on information and belief, Defendants fail and continues to fail to timely
16 produce complete payroll and personnel records when requested by Class Members.

17 **Eleventh Cause of Action**

18 *Failure to Provide Notice of Employer-Related Information*

19 *(Against All Defendants)*

20 132. California Labor Code section 2810.5 provides that an employer must provide
21 employees written notice of certain terms of employment including, but not limited, to rates of
22 pay, overtime rates as applicable, any allowances claimed as part of the minimum wage, the regular
23 payday designated by the employer, the name of the employer, including any "doing business as"
24 names used by the employer, the physical address and mailing address of the employer's main
25 office or principal place of business, the telephone number of the employer, the name address, and
26 telephone number of the employer's worker's compensation carrier, notice of the employee's right
27 to use and accrue sick leave.
28

133. Defendants failed to comply with these requirements by failing to provide the required written notice to Plaintiffs and other Class Members.

Twelfth Cause of Action

Failure to Comply With the One Day's Rest In Seven Act

(Against All Defendants)

134. Plaintiffs reallege and incorporate by reference all previous paragraphs.

135. Plaintiffs are informed and believe and thereon allege, that Defendants willfully and intentionally scheduled Plaintiffs and the Class Members to work seven (7) consecutive days without providing them with one (1) day's rest, and did not qualify for any exemption to Labor Code sections 551 and 552.

136. As a result, Defendants are liable for all applicable penalties, including but not limited to for violation of California Labor Code section 558.

Thirteenth Cause of Action

Failure to Properly Pay And Accrue Vacation and Sick Pay

(Against All Defendants)

137. Plaintiffs reallege and incorporate by reference all previous paragraphs.

138. Under California law, accrued vacation and/or paid time off are considered earned wages and cannot be forfeited if unused. (Lab. Code, § 227.3.) A vacation policy and/or paid time off policy that provides for forfeiture of vested vacation pay if not used within a designated time, such as before termination, is impermissible. (Boothby v. Atlas Mechanical, Inc. (1992) 6 Cal.App.4th 1595, 1602.)

139. California Labor Code section 227.3 states that:

“[W]henever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with such contract of employment or employer policy respecting eligibility or time served; provided, however, that an employment contract or employer policy shall not provide for forfeiture of vested

1 vacation time upon termination.”

2 140. When an employer has a vacation policy, it must pay out all accrued but unused
3 vacation time upon termination. An employer may not adopt policies that require forfeiture of
4 vested vacation time without compensation. (Rhea v. General Atomics (2014) 227 Cal.App.4th
5 1560, 1571 [“California law prohibits an employer from requiring the forfeiture of vacation
6 time”].)

7 141. Here, Defendants had a vacation policy, and the Class Members and the Aggrieved
8 Employees had completed all prerequisites and/or necessary limitations of service required by
9 Defendants’ vacation policy to accumulate vested vacation pay. Despite that fact, many of the
10 Class Members and the Aggrieved Employees were denied all accrued but unused vacation time
11 at termination in violation of California law.

12 142. By failing to pay accrued vacation time at termination of employment, Defendants
13 have violated California Labor Code provisions including, but not limited to, sections 201, 202,
14 and 227.3.

15 143. Additionally, California Labor Code § 246 states that an employee who “works in
16 California for the same employer for 30 or more days within a year from the commencement of
17 employment is entitled to paid sick days as specified in this section.” Paid sick time is to be
18 calculated in the same manner as the regular rate of pay. Here, Defendants failed to provide
19 Plaintiffs and the other similarly situated Class Members with all of their required and earned sick
20 days, and to pay at the correct rate of pay, in violation of Labor Code § 246.

21 144. Plaintiffs and other Class Members accrued vested vacation pay under a “contract
22 of employment,” for purposes of Labor Code section 227.3. When they ended their employment
23 with Defendants, Defendants failed to pay their vested vacation pay in violation of Labor Code
24 sections 201, 202, and 227.3. Accordingly, pursuant to section 227.3 of the California Labor Code,
25 Plaintiffs and other Class Members are entitled to recover their accrued, vested, and unpaid
26 vacation time, including but not limited to Paid Sick Leave pursuant to California Labor Code
27 section 246.

28

145. Pursuant to sections 218.5 and, 227.3, and 246 of the Labor Code, Plaintiffs and the other Class Members are also entitled to recover interest, costs, and attorneys' fees associated with this cause of action.

Fourteenth Cause of Action

Violations of California's Unfair Competition Law

(Against All Defendants)

146. Plaintiffs reallege and incorporate by reference all previous paragraphs.

147. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code section 17200 through 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and unlawful business practices deprived and continue to deprive Plaintiffs and the other Class Members of compensation to which they are legally entitled. These practices constitute unfair and unlawful competition and provide an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

148. Because Plaintiffs are a victim of Defendants' unfair and unlawful conduct alleged herein, Plaintiffs for themselves and on behalf of the Class Members, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code sections 17203 and 17208.

149. The acts complained about herein occurred within the four years prior to the initiation of this action and are continuing into the present and ongoing.

150. Plaintiffs were compelled to retain the services of counsel to file this Court action to protect his interests and those of the Class Members, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees and to enforce important rights affecting the public interest. Plaintiffs has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiffs are entitled to recover under Code of Civil Procedure section 1021.5.

Fifteenth Cause of Action

Penalties Pursuant to PAGA for Violations of California Labor Code Sections 201, 202, 203, 204, 204.2, 210, 212, 216, 218, 218.5, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 235, 245, 245.5, 246, 246.5, 247, 247.5, 248.1, 248.2, 249, 256, 510, 512, 551, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5 and Other Provisions of the Labor Code (Against All Defendants)

151. Plaintiffs reallege and incorporate by reference all previous paragraphs.

152. Based on the above allegations incorporated by reference, Defendants violated Labor Code sections 201, 202, 203, 204, 204.2, 210, 212, 216, 218, 218.5, 221, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 235, 245, 245.5, 246, 246.5, 247, 247.5, 248.1, 248.2, 249, 256, 510, 512, 551, 558, 1174, 1174.5, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2810.5, and others that may be applicable; and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11130, 11140), and others that may be applicable.

153. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code sections 2698 through 2699.6 because of Defendants' violation of these Labor Code sections and others that may be applicable; and the Applicable Wage Orders (Cal. Code of Regs., tit. 8, §§ 11130, 11140), and others that may be applicable.

154. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation, Plaintiffs and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

A. \$100 for the initial violation per employee per pay period; and

B. \$200 for each subsequent violation per employee per pay period.

155. These penalties must be allocated seventy-five percent to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor

1 Code. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with
2 approval *Stoddart v. Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM)
3 2015 WL 5522142, at *9, for the proposition that Plaintiffs could pursue separate claims for
4 penalties under Labor Code section 226, subdivision (e), and penalties for Labor Code section 226,
5 subdivision (a), violations]; see also *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012,
6 No. CV 12-02972 MMM JCGX) 2012 WL 2373372, at *17 fn. 70 [noting that federal courts
7 applying California law have found that “PAGA penalties can be stacked, i.e., multiple PAGA
8 penalties can be assessed for the same pay period for different Labor Code violations.”], internal
9 quotation marks omitted).

10 156. In addition, to the extent permitted by law, Defendants failed to provide Plaintiffs
11 and all Aggrieved Employees with accurate itemized wage statements in compliance with Labor
12 Code section 226, subdivision (a). Plaintiffs seek separate PAGA penalties for Defendants’
13 violations of Labor Code section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates,*
14 *LLC, supra*, 15 Cal.App.5th at pp. 780, 788.)

15 157. For violations of Labor Code section 226, subdivision (a), Plaintiffs seeks the
16 default penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that
17 “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in
18 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation
19 and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for
20 which the employer fails to provide the employee a wage deduction statement or fails to keep the
21 required in subdivision (a) of Section 226.” Accordingly, through PAGA and to the extent
22 permitted by law Plaintiffs and the Aggrieved Employees are entitled to recover penalties for
23 violations of Labor Code section 226.3 and seeks default PAGA penalties for each of Defendants’
24 numerous violations of Labor Code section 226, subdivision (e).

25 158. Labor Code section 210 provides that “in addition to, an entirely independent and
26 apart from, any other penalty provided in this article, every person who fails to pay the wages of
27 each employee as provided in Sections . . . 204 . . . shall be subject to a civil penalty as follows:
28

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the faulty compensation policies and practices, Plaintiffs and the Aggrieved Employees are also entitled to recover penalties under Labor Code section 210 through PAGA.

159. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and liquidated damages, in the amount of: (1) one hundred dollars (\$100) for any initial violation that is intentionally committed for each underpaid employee for each pay period for which the employee is underpaid, and (2) two hundred fifty dollars (\$250) for each subsequent violation for the same specific offense for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. Accordingly, through PAGA and to the extent permitted by law, Plaintiffs and the Aggrieved Employees are entitled to recover pursuant to Labor Code section 1197.1.

160. Plaintiffs were compelled to retain the services of counsel to file this action to protect his interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which Plaintiffs are also entitled to recover under Labor Code section 2699, subdivision (g)(1).

VIII. DEMAND FOR JURY TRIAL

161. Plaintiffs hereby demand trial by jury of Plaintiffs’ and the Class Members’ claims against Defendants.

IX. PRAYER FOR RELIEF

Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed class;
2. For an order appointing Plaintiffs as representatives of the class;
3. For an order appointing Plaintiffs’ counsel as counsel for the class;

4. For the failure to pay all minimum wages, compensatory, liquidated, consequential, general, and special damages according to proof pursuant to Labor Code sections 1194, 1194.2, 1197, and others as may be applicable;
5. For the failure to pay all overtime wages, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 204, 510, 1194, 1198, and others as may be applicable;
6. For the failure to provide rest periods and pay missed rest period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code section 226.7;
7. For the failure to provide meal periods and pay missed meal period premiums, compensatory, consequential, general, and special damages according to proof pursuant to Labor Code sections 226.7 and 512;
8. For the failure to maintain accurate employment records, penalties pursuant to Labor Code sections 226.3, 1174.5, and others that may be applicable;
9. For the failure to pay wages timely during employment, the unpaid balance of the compensation owed to Plaintiffs and the other Class Members and any applicable penalties owed to them pursuant to Labor Code section 210;
10. For the failure to pay all wages earned and unpaid at separation, statutory waiting time penalties pursuant to Labor Code sections 201 through 203, for the Class Members who quit or were fired in an amount equal to their daily wage multiplied by thirty days, as may be proven;
11. For the failure to indemnify all necessary business expenditures, all unreimbursed business expenses, and interest thereon, that are owed, pursuant to Labor Code section 2802, and attorney fees, pursuant to Labor Code section 2802, subdivision (c);
12. For the Failure to Provide Employment Records, penalties pursuant to Labor Code §§ 226 and 1198.5, and others that may be applicable;

13. For the Failure to Comply With the One Day's Rest In Seven Act, penalties pursuant to Labor Code section 558, and others that may be applicable.
14. For the Failure to Pay and Accrue Vacation and Sick Pay, pursuant to section 227.3 of the California Labor Code, for accrued, vested, and unpaid vacation time, including but not limited to Paid Sick Leave pursuant to California Labor Code section 246 and required and earned sick days' pay at the correct rate of pay.
15. For the violations of California's Unfair Competition Law, restitution to Plaintiffs and the other Class Members of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code sections 17200 through 17210;
16. For the claim of penalties pursuant to PAGA and other provisions of the California Labor Code, a civil penalty in the amount of \$100 for the initial violation and \$200 for each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2), in the representative action brought on behalf of Plaintiffs and the Aggrieved Employees pursuant the Labor Code Private Attorneys General Act of 2004, and for civil penalties available under Labor Code section 210; For other wages and penalties under the Labor Code as may be proven;
17. Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
18. On all causes of action for which attorneys' fees may be available, for attorneys' fees and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure section 1021.5, and others as may be applicable;
19. For an order enjoining Defendants, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this complaint; and
20. For such other and further relief, this Court may deem just and proper.

1 Dated: September 24, 2024

**FRONTIER LAW CENTER
BOKHOUR LAW GROUP, P.C.
VENTURE LAW, P.C.**

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