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EDILFONSO VILLA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

EDILFONSO VILLA, individually and on
behalf of other persons similarly situated,

Plaintiff,

vs.

SOMMERCAL CONCRETE, INC, a
California corporation, and DOES 1 through
10.

Defendants.

Case No. 23CV002850

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Periods
3. Failure to Pay Minimum Wages
4. Failure to Pay Overtime Wages
5. Failure to Reimburse for Business Expenses
6. Unfair Competition
7. Failure to Provide Accurate Wage Statements
8. Failure to Pay All Wages Owed Upon Termination
9. Failure to Pay Final Wages Timely Upon Termination
10. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Edilfonso Villa ("Plaintiff"), on behalf of himself and all others similarly situated,
complains and alleges as follows:

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INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendant Sommercial Concrete, Inc. ("Defendant") to comply with various provisions of the California Labor Code with respect to non-exempt employees who perform concrete related construction work at job sites ("Concrete Workers"). Defendant fails to provide Concrete Workers with legally compliant meal periods; Defendant fails to provide Concrete Workers with rest periods; and Defendant fails to pay wages to Concrete Workers for all hours worked. As a result, Defendant fails to pay Concrete Workers all the minimum wages, overtime wages, and premium wages owed to them; Defendant fails to provide Concrete Workers with accurate wage statements and Defendant fails to pay Concrete Workers whose employment ends all the wages owed to them upon the termination of their employment. Defendant also fails to pay Concrete Workers whose employment ends their final wages timely upon termination and Defendant fails to reimburse Concrete Workers, who must buy at their own expense tools, gloves and special work clothing needed for performing concrete related construction work, for all their necessarily incurred business expenses. With respect to all of its violations of the Labor Code, Defendant is also liable for civil penalties under the Private Attorney's General Act ("PAGA"), Labor Code Section 2698 *et seq.*

2. With respect to his class action claims, Plaintiff is a member of and seeks to be the class representative for the Concrete Workers Class, the Restitution Class, the Wage Statement Class, and the Final Wages Employees Class (collectively the "Class") defined in paragraph 11 below. On behalf of himself and other class members, Plaintiff seeks to recover unpaid wages, liquidated damages, unreimbursed business expenses, restitution, penalties under Labor Code Section 226 and penalties under Labor Code Section 203 to which Plaintiff and other class members are entitled under the Labor Code and/or Business & Professions Code Section 17203.

3. With respect to his representative action claims under PAGA, Plaintiff, acting as a proxy for the State of California, seeks relief on behalf of similarly situated employees aggrieved by Defendant's unlawful practices ("Aggrieved Employees" defined in paragraph 77 below). On behalf of himself and other "Aggrieved Employees," Plaintiff seeks to recover civil penalties under Labor Code Section 2699.

1 **JURISDICTION AND VENUE**

2 4. Venue is proper in this Judicial district and the County of Sacramento because work was
3 performed by class members in the County of Sacramento and Defendant's legal obligations to class
4 members under California law arose and were breached in the County of Sacramento.

5 5. The California Superior Court has jurisdiction in this matter because Plaintiff is a
6 resident of California, Defendant is qualified to do business in California, and Defendant regularly
7 conducts business in California. Further, there is no federal question at issue as the claims herein are
8 based solely on California law.

9 **THE PARTIES**

10 **Plaintiff**

11 6. Plaintiff worked for Defendant as a Concrete Worker from approximately May 2019
12 until April 21, 2023. During his employment with Defendant, Plaintiff was required to report for work
13 at job sites at 6:30 a.m., one half hour before the 7:00 a.m. scheduled start time for his work. During
14 the ½ hour between arriving at the job site and starting to work, Plaintiff was subject to the direction
15 and control of Defendant, as Plaintiff was required to get his tools ready, and put on his gloves, boots,
16 helmet, and belt so he could begin working at the scheduled starting time, but Defendant did not pay
17 Plaintiff wages for any of the time between arrival at the job site and starting to work. Plaintiff was
18 also not paid for time worked at the end of his workday when his work duties lasted longer than an
19 even number of hours. For example, if Plaintiff worked until 3:40 p.m., ten minutes longer than an
20 eight-hour workday starting at 7:00 a.m. (assuming a 30 minute meal period), he would only be paid
21 for time worked until 3:30 p.m. Attached as Exhibit 1 are copies of wage statements provided to
22 Plaintiff illustrating how he was paid for an even number of hours worked despite the fact that Plaintiff
23 often worked longer than the even number of hours worked indicated on his wage statements. During
24 his employment with Defendant, Plaintiff was not provided duty free rest periods or paid wages for
25 missed rest period time. During his employment with Defendant, Plaintiff was not provided duty free
26 meal periods of 30 minutes. Plaintiff would only have 10 minutes to take a meal period if taken mid-
27 day or 20 minutes to take a meal period at the end of the day. Despite not providing Plaintiff with
28 duty-free meal periods of 30 minutes, Defendant did not pay Plaintiff for 30 minutes each day of

1 supposedly provided meal period time, the entirety of which constituted compensable hours worked.
2 To perform his work duties, Plaintiff needed various items, including tools, gloves, and rubber boots,
3 that Plaintiff had to acquire at his own expense because Defendant did not provide them to Plaintiff.
4 Although Plaintiff's last day of work for Defendant was on April 21, 2023, Plaintiff did not receive a
5 final paycheck until April 28, 2023 (copy attached as Exhibit 2), the regular pay day for the pay period
6 ending on April 22, 2023.

7 7. The members of the Class (defined in paragraph 11 below) and "Aggrieved Employees"
8 (defined in paragraph 77 below) are identifiable, similarly situated persons who worked as Concrete
9 Workers for Defendant in the State of California.

10 Defendant

11 8. Defendant is a corporation organized under the laws of the state of California with a
12 principal place of business in Sacramento. Defendant is a concrete contractor. At all times relevant to
13 this action, Defendant was the employer of Plaintiff and other members of the Class.

14 9. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in
15 the conduct herein alleged of the Defendants sued herein as DOES 1 through 10, but is informed and
16 believes and thereon alleges that said defendants are legally responsible for the wrongful conduct
17 alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this
18 complaint to allege their true names and capacities when ascertained.

19 10. Plaintiff is informed and believes and thereon alleges that each defendant acted in all
20 respects pertinent to this action as the agent of the other defendants and/or carried out a joint scheme,
21 business plan or policy in all respects pertinent hereto, and/or the acts of each defendant are legally
22 attributable to the other defendants.

23 **CLASS ACTION ALLEGATIONS**

24 11. Plaintiff brings this action on behalf of himself and on behalf of all other similarly
25 situated persons as a class action pursuant to Code of Civil Procedure Section 382. The members of
26 the Class belong to the Concrete Workers Class, Restitution Class, Wage Statement Class, and Final
27 Wages Class, defined as follows:
28

1 **Concrete Workers Class:** All persons other than drivers of concrete trucks who, at any time
2 after the date three years prior to the filing of the complaint, performed concrete related
construction work for Defendant at job sites in the state of California.

3 **Restitution Class:** All persons other than drivers of concrete trucks who, at any time after the
4 date four years prior to the filing of the complaint, performed concrete related construction
work for Defendant at job sites in the state of California.

5 **Wage Statement Class:** All persons other than drivers of concrete trucks who, at any time after
6 the date one year prior to the filing of the complaint, performed concrete related construction
7 work for Defendant at job sites in the state of California.

8 **Final Wages Class:** All persons other than drivers of concrete trucks who performed concrete
9 related construction work for Defendant at job sites in the state of California whose
employment with Defendant ended at any time after the date three years prior to the filing of
10 the complaint.

11 12. This action has been brought and may be maintained as a class action pursuant to Code
12 of Civil Procedure Section 382 because there is a well defined community of interests among many
persons who comprise a readily ascertainable class:

13 a. The Class members are so numerous that the individual joinder of all of them as
14 named plaintiffs is impracticable. While the exact number of Class members is
15 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon
16 alleges that there are not less than 50 members in the Concrete Workers Class, ,
17 not less than 50 members in the Restitution Class, not less than 50 members in
18 the Wage Statement Class, and not less than 50 members in the Final Wages
19 Class.

20 b. Common questions of law and fact exist as to members of the Class and
21 predominate over any questions that affect only individual members of the
22 Class. These common questions include, but are not limited to:

23 (1) Did Defendant have a policy or practice of not providing Concrete
24 Workers with legally compliant meal periods?

25 (2) Did Defendant have a policy or practice of not providing Concrete
26 Workers with rest periods?

27 (3) Did Defendant have a policy or practice of not paying Concrete Workers
28

1 for all hours worked?

2 (4) Did Defendant have a policy or practice of not reimbursing Concrete
3 Workers for the work-related business expenses?

4 (5) Did Defendant have a policy or practice of not paying Concrete Workers
5 their final wages timely upon termination?

6 c. Plaintiff is a member of the Concrete Workers Class, Restitution Class, Wage
7 Statement Class, and Final Wages Class, and the claims of Plaintiff are typical of
8 the claims of the other class members who Plaintiff seeks to represent. Plaintiff
9 was formerly employed by Defendant and was subjected to the same unlawful
10 practices as other employees of Defendant. Plaintiff and other members of the
11 Class suffered the same injuries and seek the same relief.

12 d. Plaintiff will adequately and fairly protect the interests of the members of the
13 Class. Plaintiff has no interest adverse to the interests of absent class members
14 and Plaintiff is represented by attorneys who have substantial class action
15 experience in civil litigation and employment law.

16 e. A class action is superior to other available means (if any) for fair and efficient
17 adjudication of the claims of the Class and would be beneficial for the parties
18 and the court. Class action treatment will allow a large number of similarly
19 situated persons to prosecute their common claims in a single forum
20 simultaneously, efficiently, and without the unnecessary duplication of effort and
21 expense that numerous individual actions would require. The monetary amounts
22 due to many individual Class members are likely to be relatively small, and the
23 burden and expense of litigation would make it difficult or impossible for Class
24 members to seek and obtain relief through individual lawsuits. A class action
25 will serve an important public interest by providing Class members an effective
26 mechanism for redress of violation of their statutory rights.

27 13. Plaintiff is presently unaware of any difficulties that are likely to be encountered in the
28 management of this action that would preclude its maintenance as a class action, but reserves the right

1 to modify his allegations and/or the class definitions based on further investigation, discovery or legal
2 developments.

3 **FIRST CAUSE OF ACTION**

4 **FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS**

5 **(By Plaintiff and the Concrete Workers Class against Defendant)**

6 14. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged herein.

7 15. At all relevant times, Plaintiff and the other members of the Concrete Workers Class
8 were employees of Defendant covered by Labor Code Section 226.7, Labor Code Section 512, and
9 Wage Order 16.

10 16. Pursuant to Labor Code Section 512 and Wage Order 16, Plaintiff and the other
11 members of the Concrete Workers Class were entitled to a duty-free meal period of at least 30 minutes
12 before the start of their sixth hour of work on a workday. Pursuant to Labor Code Section 226.7 and
13 Wage Order 16, Plaintiff and the other members of the Concrete Workers Class were entitled to
14 premium wages equal to one hour of pay at their regular rate of pay for every day that Defendant failed
15 to provide a meal period in accordance with Wage Order 16.

16 17. Defendant failed to provide Plaintiff and other members of the Concrete Workers Class
17 with legally compliant meal periods in accordance with Labor Code Section 512 and Wage Order 16
18 and failed to pay Plaintiff and other members of the Concrete Workers Class premium wages in
19 accordance with Labor Code Section 226.7 and Wage Order 16 for meal period violations. Plaintiff is
20 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
21 action, Defendant had a policy or practice of not providing Concrete Workers a meal period that was
22 duty free for at least 30 minutes and/or not providing a meal period before the start of their sixth hour
23 of work, and Defendant had a policy or practice of not paying Concrete Workers premium wages for
24 meal period violations.

25 18. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
26 Concrete Workers Class have suffered damages in an amount, subject to proof, to the extent they were
27 not paid all the premium wages owed to them for meal period violations.

1 19. Plaintiff and the other members of the Concrete Workers Class are entitled to recover
2 reasonable attorney's fees in connection with their meal period claims pursuant to Code of Civil
3 Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST PERIODS**

6 **(By Plaintiff and the Concrete Workers Class against Defendant)**

7 20. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged
8 herein.

9 21. At all relevant times, Plaintiff and the other members of the Concrete Workers Class
10 were employees of Defendant covered by Labor Code Section 226.7 and Wage Order 16.

11 22. Pursuant to Wage Order 16, Plaintiff and the other members of the Concrete Workers
12 Class were entitled to a rest period of at least 10 minutes for every four hour period of work, or major
13 fraction thereof, on every workday (i.e. one rest period for a workday of between 3 1/2 and 6 hours,
14 two rest periods for a workday of between 6 and 10 hours, and three rest periods for a workday of
15 between 10 and 14 hours). Pursuant to Wage Order 16, if disruption of continuous operations would
16 jeopardize the process of work, Plaintiff and the other members of the Concrete Workers Class were
17 entitled to missed rest periods being made up within the same workday or compensated for separately
18 at their regular rate of pay within the same pay period. Pursuant to Labor Code Section 226.7 and
19 Wage Order 16, Plaintiff and the other members of the Concrete Workers Class were entitled to
20 premium wages equal to one hour of pay at their regular rate of pay for every day that Defendant failed
21 to provide a rest period in accordance with Wage Order 16.

22 23. Defendant failed to provide Plaintiff and other members of the Concrete Workers Class
23 with rest periods in accordance with Wage Order 16 and failed to pay Plaintiff and other members of
24 the Concrete Workers Class premium wages in accordance with Labor Code Section 226.7 for missed
25 rest periods. Plaintiff is informed and believes and thereon alleges that, during the limitations period
26 applicable to this cause of action, Defendant had a policy or practice of not providing Concrete Workers
27 with rest periods and/or not compensating them separately for missed rest periods within the same pay
28

1 period, and Defendant had a policy or practice of not paying Concrete Workers premium wages for rest
2 period violations.

3 24. As a result of Defendants' unlawful conduct, Plaintiff and other members of the
4 Concrete Worker Class have suffered damages in an amount, subject to proof, to the extent they were
5 not paid all the premium wages owed to them for missed rest periods and/or not compensating them
6 separately for missed rest periods.

7 25. Plaintiff and members of the Concrete Workers Class are entitled to recover reasonable
8 attorney's fees in connection with their rest period claims pursuant to Code of Civil Procedure Section
9 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **(By Plaintiff and the Concrete Workers Class against Defendant)**

13 26. Plaintiff incorporates paragraphs 1 through 19 of this complaint as if fully alleged
14 herein.

15 27. At all relevant times, Plaintiff and the other members of the Concrete Workers Class
16 were employees of Defendant covered by Labor Code Section 1197.

17 28. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Concrete
18 Workers Class were entitled to minimum wages for every hour they worked and/or every hour deemed
19 compensable "hours worked" by virtue of being subject to the direction and/or control of Defendant.

20 29. Defendant failed to pay Plaintiff and other members of the Concrete Workers Class all
21 the minimum wages owed to them for every hour worked or deemed compensable "hours worked" in
22 accordance with Labor Code Section 1197. Plaintiff is informed and believes and thereon alleges that,
23 during the limitations period applicable to this cause of action, Defendant had a policy or practice of
24 failing to pay Plaintiff and other members of the Concrete Workers Class wages for: a) supposedly
25 taken meal period time that constituted compensable hours worked because meal periods were not duty
26 free for 30 minutes; b) the time they were subject to the direction and control of Defendant and/or
27 needed to prepare to be ready for work between arrival at the job site and the scheduled starting time
28 for work; and/or c) the time worked at the end of the day that resulted in the total hours worked, based

1 on a starting time of 7:00 a.m. and assuming a 30 minute meal period, exceeding an even number of
2 hours.

3 30. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
4 Concrete Workers Class have suffered damages in an amount, subject to proof, to the extent they were
5 not paid all the minimum wages owed to them.

6 31. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Concrete
7 Workers Class are entitled to recover the full amount of their unpaid minimum wages, interest thereon,
8 reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 1194.2, Plaintiff and other
9 members of the Concrete Workers Class are also entitled to recover liquidated damages in an amount
10 equal to the amount of unpaid minimum wages and interest thereon.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY OVERTIME WAGES**

13 **(By Plaintiff and the Concrete Workers Class against Defendants)**

14 32. Plaintiff incorporates paragraphs 1 through 19 of this complaint as if fully alleged
15 herein.

16 33. At all relevant times, Plaintiff and the other members of the Concrete Workers Class were
17 employees of Defendant covered by Labor Code Section 510 and Wage Order 16.

18 34. Pursuant to Labor Code Section 510 and Wage Order 16, Plaintiff and the other members
19 of the Concrete Workers Class were entitled to overtime wages at the rate of 1 and ½ times their regular
20 rate of pay for every hour they worked overtime hours, including overtime hours worked in excess of
21 daily limits, overtime hours worked in excess of weekly limits, and overtime hours worked on a seventh
22 consecutive day of a workweek.

23 35. Defendant failed to pay Plaintiff and other members of the Concrete Workers Class all
24 the overtime wages owed to them in accordance with Labor Code Section 510 and Wage Order 16.
25 Plaintiff is informed and believes and thereon allege that, during the limitations period applicable to
26 this cause of action, Defendant had a policy or practice of failing to pay Plaintiff and other members of
27 the Concrete Workers Class wages for: a) supposedly taken meal period time that constituted
28 compensable hours worked because meal periods were not duty free for 30 minutes; b) the time they

1 were subject to the direction and control of Defendant and/or the time they needed to prepare to be
2 ready to work between arrival at the job site and the scheduled starting time for work; and/or c) the time
3 worked at the end of the day that resulted in the total hours worked, based on a starting time of 7:00
4 a.m. and assuming a 30 minute meal period, exceeding an even number of hours.

5 36. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Concrete
6 Workers Class have suffered damages in an amount, subject to proof, to the extent they were not paid all
7 the overtime wages owed to them.

8 37. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Concrete
9 Workers Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon,
10 reasonable attorney's fees and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

13 **(By Plaintiff and the Concrete Workers Class against Defendant)**

14 38. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged
15 herein.

16 39. At all relevant times, Plaintiff and the other members of the Concrete Workers Class were
17 employees of Defendant covered by Labor Code Section 2800 *et seq.* and Wage Order 16.

18 40. Labor Code Section 2802 requires employers to indemnify their employees for all
19 necessary expenditures or losses incurred by employees in direct consequence of the discharge of their
20 duties and Wage Order 16 requires employers to provide employees with the tools and equipment
21 necessary for performance of their jobs unless an employee's wages are at least two (2) times the
22 minimum wage, in which case the employee may be responsible for providing hand tools and equipment
23 customarily required by the particular trade or craft.

24 41. Plaintiff and other members of the Concrete Workers Class, whose wages were not at
25 least two (2) times the minimum wage, incurred necessary business-related expenses for acquiring tools
26 and equipment required for performing their job duties. In violation of Wage Order 16, Defendant did
27 not provide Plaintiff or other members of the Concrete Workers Class the tools and equipment necessary
28 for performance of their job duties and, in violation of Labor Code Section 2802, Defendant failed to

1 reimburse Plaintiff and other members of the Concrete Workers Class for all their work-related business
2 expenses.

3 42. In committing the violations herein alleged, Defendant intentionally and willfully failed
4 to fully reimburse Plaintiff and other members of the Concrete Workers Class members for all their
5 necessary business-related costs and expenses. As a direct result, Plaintiff and other members of the
6 Concrete Workers Class members have suffered substantial losses.

7 43. Pursuant to Labor Code Section 2802, Plaintiff and other members of the Concrete
8 Workers Class are entitled to reimbursement of all their work-related business expenses, attorneys' fees
9 and litigation costs in connection with their reimbursement claim.

10 **SIXTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(By Plaintiff and the Restitution Class against Defendant)**

13 44. Plaintiff incorporates paragraphs 1 through 43 of this complaint as if fully alleged
14 herein.

15 45. The unlawful conduct of Defendant alleged herein constitutes unfair competition within
16 the meaning of Business and Professions Code Section 17200.

17 46. As a result of Defendant's unfair competition as alleged herein, Plaintiff and other
18 members of the Restitution Class have suffered injury in fact and lost money or property. Plaintiff and
19 other members of the Restitution Class have been deprived of their rights to be provided legally
20 compliant meal periods, to be provided rest periods, to receive payment of all the minimum wages,
21 overtime wages and premium wages owed to them, and to be reimbursed for their work-related
22 business expenses, and Plaintiff and other members of the Restitution Class have not been paid all the
23 monies owed to them.

24 47 Pursuant to Business and Professions Code Section 17203, Plaintiff and other members
25 of the Restitution Class are entitled to restitution of all monies owed to them under the Labor Code,
26 and interest thereon, in which they had a property interest, which Defendant failed to pay to them but
27 withheld and retained for itself. Restitution of the money owed to Plaintiff and other members of the
28 Restitution Class that Defendant wrongfully withheld and retained by means of engaging in unlawful

business practices by failing to pay that money in violation of the Labor Code is necessary to prevent Defendant from becoming unjustly enriched by its failure to comply with the Labor Code.

48. Plaintiff and members of the Restitution Class are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiff and the Wage Statement Class against Defendants)

49. Plaintiff incorporates paragraphs 1 through 37 of this complaint as if fully alleged herein.

50. At all relevant times, Plaintiff and the other members of the Wage Statement Class were employees of Defendant covered by Labor Code Section 226.

51. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, and the total number of hours worked during the pay period.

52. Defendant failed to provide Plaintiff and other members of the Wage Statement Class accurate itemized statements in accordance with Labor Code Section 226(a). Plaintiff is informed and believes and thereon alleges that, during the limitations period applicable to this cause of action, Defendant maintained the following policies and/or practices which resulted in members of the Wage Statement Class not receiving accurate wage statements:

a) Defendant had a policy or practice of not providing Concrete Workers legally compliant meal periods and not paying premium wages for meal period violations.

b) Defendant had a policy or practice of not providing Concrete Workers rest periods and not paying premium wages for rest period violations.

c) Defendant had a policy or practice of not paying Concrete Workers for all hours worked and/or deemed compensable hours worked.

1 53. Defendant's failure to provide Plaintiff and other members of the Wage Statement Class
2 with accurate wage statements was knowing and intentional. Defendant had the ability to provide
3 Plaintiff and other members of the Wage Statement Class with accurate wage statements but
4 intentionally provided wage statements that Defendant knew did not comply with all the requirements
5 of Labor Code Section 226. Defendant intended and knew that, during the limitations period
6 applicable to this cause of action, Defendant maintained the following policies and/or practices which
7 resulted in members of the Wage Statement Class not receiving accurate wage statements:

8 a) Defendant had a policy or practice of not providing Concrete Workers legally compliant
9 meal periods and not paying premium wages for meal period violations.

10 b) Defendant had a policy or practice of not providing Concrete Workers rest periods and
11 not paying premium wages for rest period violations.

12 c) Defendant had a policy or practice of not paying Concrete Workers for all hours worked
13 and/or deemed compensable hours worked.

14 54. As a result of Defendant's conduct, Plaintiff and other members of the Wage Statement
15 Class have suffered injury. From the wage statements provided to them alone, Plaintiff and other
16 members of the Wage Statement Class could not promptly and easily determine the total amount of
17 gross wages actually earned during the pay period, the total amount of net wages actually earned
18 during the pay period, and/or the total number of hours actually worked during the pay period.

19 55. Pursuant to Labor Code Section 226(e), Plaintiff and other members of the Wage
20 Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of
21 Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section
22 226 in every subsequent pay period, not to exceed an aggregate penalty of four thousand dollars per
23 employee.

24 56. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff and other members of
25 the Wage Statement Class are entitled to recover the full amount of penalties due under Labor Code
26 Section 226(e), reasonable attorney's fees and costs of suit.

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EIGHTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION

(By Plaintiff and the Final Wages Class against Defendants)

57. Plaintiff incorporates paragraphs 1 through 37 of this complaint as if fully alleged herein.

58. At all relevant times, Plaintiff and the other members of the Final Wages Class were employees of Defendant covered by Labor Code Section 201 or 202.

59. Pursuant to Labor Code Section 201 or 202, Plaintiff and the other members of the Final Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

60. Defendant failed to pay Plaintiff and other members of the Final Wages Class all wages earned and unpaid prior to termination in accordance with Labor Code Section 201 or 202. Plaintiff is informed and believes and thereon alleges that, during the limitations period applicable to this cause of action, Defendant maintained the following policies and/or practices which resulted in Concrete Workers not being paid all the wages owed to them upon termination:

a) Defendant had a policy or practice of not providing Concrete Workers legally compliant meal periods and not paying premium wages for meal period violations.

b) Defendant had a policy or practice of not providing Concrete Workers rest periods and not paying premium wages for rest period violations.

c) Defendant had a policy or practice of not paying Concrete Workers for all hours worked and/or deemed compensable hours worked.

61. Defendant's failure to pay Plaintiff and other members of the Final Wages Class all wages earned prior to termination in accordance with Labor Code Section 201 or 202 was willful. Defendant had the ability to pay all wages earned by Concrete Workers prior to termination but

intentionally adopted policies or practices incompatible with the requirements of Labor Code Section 201 or 202. When Defendant failed to pay upon termination all wages earned by Concrete Workers prior to termination, Defendant knew what it was doing and intended to do what it did.

62. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon termination until paid, up to a maximum of thirty days for each termination.

63. As a result of Defendant's conduct, Plaintiff and the other members of the Final Wages Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination in violation of Labor Code Section 201 or 202.

64. As a result of Defendant's conduct, Plaintiff and the other members of the Final Wages Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all penalty wages owed to them under Labor Code Section 203.

65. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the Final Wages Class are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, reasonable attorney's fees and costs of suit. Plaintiff and other members of the Final Wages Class are entitled to recover pre-judgment interest on all due wages and penalty wages under Labor Code Section 218.6 and/or Civil Code Section 3287(a).

NINTH CAUSE OF ACTION

FAILURE TO PAY FINAL WAGES TIMELY UPON TERMINATION

(By Plaintiff and the Final Wages Class against Defendants)

66. Plaintiff incorporates paragraphs 1 through 13 of this complaint as if fully alleged herein.

67. At all relevant times, Plaintiff and the other members of the Final Wages Class were employees of Defendant covered by Labor Code Section 201 or 202.

68. Pursuant to Labor Code Section 201 or 202, Plaintiff and the other members of the Final Wages Class were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all

1 wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if
2 they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior
3 to resignation at the time of resignation.

4 69. Defendant failed to pay Plaintiff and other members of the Final Wages Class their final
5 wages timely upon termination in accordance with Labor Code Section 201 or 202. Plaintiff is
6 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
7 action, Defendant had a policy or practice of paying the final wages of Concrete Workers on the
8 regularly scheduled pay date for the last pay period they worked.

9 70. Defendant's failure to pay Plaintiff and other members of the Final Wages Class their
10 final wages timely upon termination in accordance with Labor Code Section 201 or 202 was willful.
11 Defendant had the ability to pay the final wages of Concrete Workers timely upon termination but
12 intentionally adopted policies or practices incompatible with the requirements of Labor Code Section
13 201 or 202. When Defendant failed to pay the final wages of Concrete Workers timely upon
14 termination, Defendant knew what it was doing and intended to do what it did.

15 71. Pursuant to Labor Code Section 203, Plaintiff and other members of the Final Wages
16 Class are entitled to penalty wages, from the day their final wages were due upon termination until
17 their final wages were paid.

18 72. As a result of Defendant's conduct, Plaintiff and the other members of the Final Wages
19 Class have suffered damages, in an amount subject to proof, to the extent they were not paid for all
20 penalty wages owed to them under Labor Code Section 203.

21 73. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the
22 Final Wages Class are entitled to recover the full amount of their unpaid penalty wages, reasonable
23 attorney's fees and costs of suit. Plaintiff and other members of the Final Wages Class are entitled to
24 recover pre-judgment interest on all due penalty wages under Labor Code Section 218.6 and/or Civil
25 Code Section 3287(a).

26 **TENTH CAUSE OF ACTION**

27 **CIVIL PENALTIES UNDER PAGA**

28 **(By Plaintiff and Aggrieved Employees against Defendants)**

74. Plaintiff incorporates paragraphs 1 through 73 of this complaint as if fully alleged herein.

75. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

76. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated June 6, 2023, Plaintiff gave written notice to the Labor and Workforce Development Agency ("LWDA") (by electronic submission) and to Defendant (by certified mail) of Plaintiff's allegations that Defendant had violated the Labor Code. A true and correct copy of this letter is attached as Exhibit 2 and a true and correct copy of the certified mail receipt is attached as Exhibit 3. On August 4, 2023, the LWDA notified Plaintiff and Defendant that it intended to investigate Plaintiff's allegations and on October 2, 2023 the Court ordered the action stayed pending completion of the LWDA's investigation. On March 25, 2024, after the LWDA had given notice it had completed its investigation and the parties submitted a stipulation to have the stay lifted, the Court ordered that the stay was lifted and Plaintiff could proceed with the filing of an amended complaint that added a cause of action for civil penalties under PAGA. Accordingly, Plaintiff may now pursue a civil action for civil penalties under PAGA pursuant to Labor Code Section 2699.3(a)(2)(B).

77. Plaintiff brings his claims for civil penalties under PAGA on behalf of "Aggrieved Employees" defined as follows: All persons other than drivers of concrete trucks who, at any time after June 6, 2022, performed concrete related construction work for Defendant at job sites in the state of California.

78. As set forth in the written notice to the LWDA, Plaintiff alleges that Defendant violated the following sections of the Labor Code: 512, 1198 (for violation of Wage Order 16), 226.7, 1197, 510, 2802, 226, 201 and/or 202. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendant's violations of the Labor Code in the following amounts:

a. For violation of Labor Code Sections 201, 202, 226, 226.7, 1197, 1198 and 2802, one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred

dollars (\$200) for each employee per pay period for each subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

b. For violation of Labor Code Sections 510 and 512, fifty dollars (\$50) for each employee for each pay period and for each subsequent violation, one hundred dollars (\$100) for each employee for each pay period [penalty amount per Labor Code Section 558].

79. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

80. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable attorney's fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a class action.
- B. An order appointing Plaintiff as representative for the Class.
- C. An order appointing Plaintiff's counsel as counsel for the Class.
- D. Damages for unpaid premium wages for meal period violations under Labor Code Section 226.7.
- E. Damages for unpaid premium wages for rest period violations under Labor Code Section 226.7.
- F. Damages for unpaid minimum wages under Labor Code Section 1194.
- G. Liquidated damages under Labor Code Section 1194.2.
- H. Damages for unpaid overtime wages under Labor Code Section 1194.
- I. Damages for unpaid expense reimbursement under Labor Code Section 2802.
- J. Restitution under Business and Professions Code Section 17203.
- K. Penalties under Labor Code Section 226(e).
- L. Damages for unpaid wages under Labor Code Section 201 and 202.
- M. Penalties under Labor Code Section 203.
- N. Civil penalties under Labor Code Section 2699.

- 1 O. Pre-judgment interest at the maximum legal rate.
2 P. Reasonable attorney's fees.
3 Q. Costs of suit.
4 R. Such other relief as the Court may deem just and proper.
5

6 Dated: March 25, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

7
8 By *s/ Gregory N. Karasik*
9 Gregory N. Karasik
Attorneys for Plaintiff

10 **DEMAND FOR JURY TRIAL**

11
12 Plaintiff demands a trial by jury for himself and the class on all claims so triable.

13
14 Dated: March 25, 2024

KARASIK LAW FIRM
MAJARIAN LAW GROUP, APC

15
16 By *s/ Gregory N. Karasik*
17 Gregory N. Karasik
Attorneys for Plaintiff
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EXHIBIT 1

Sommeral Concrete Inc
3690 33rd Ave
Sacramento, CA 95824

Direct Deposit Advice



Check Date
December 30, 2021

Voucher Number
4245

DIRECT DEPOSIT VOUCHER		Direct Deposits	Type	Account	Amount
		WELLS	C	***0742	479.18
		FARGO			
		Total Direct Deposits			479.18

133916 501-9999-9999 543 4245 4055 133916
EDILFONSO VILLA
604 W ELVERTA RD
ELVERTA, CA 95626-9200

Non Negotiable - This is not a check - Non Negotiable

Sommeral Concrete Inc

EDILFONSO VILLA

Earnings Statement

Employee ID	543	Fed Taxable Income	\$31.00	Check Date	December 30, 2021	Voucher Number	4245
Location	501-9999-9999	Fed Filing Status	M-3	Period Beginning	December 19, 2021	Net Pay	479.18
Salary	\$720.00	State Filing Status	M-3	Period Ending	December 25, 2021	Total Hours Worked	21.00

Earnings	Rate	Hours	Amount	YTD
Base				500.00
Overtime	27.00	1.00	27.00	6,064.50
Regular	18.00	20.00	360.00	35,659.00
Sick	18.00	8.00	144.00	432.00
Gross Earnings		29.00	\$31.00	42,655.50

Taxes	Amount	YTD
CA	0.00	143.96
CASDI-B	6.37	511.86
FITW	4.83	1,693.41
MED	7.70	618.49
SS	32.97	2,644.64
Taxes	51.82	5,612.36

Deductions	Amount	YTD
Garnishment 2		458.70
		469.70

Direct Deposits	Type	Account	Amount
WELLS FARGO BANK NA	C	***0742	479.18
Total Direct Deposits			479.18

Available Plan Year		
Time Off	to Use	Used
CA	0.00	0.00
Sick	0.00	24.00

Sommeral Concrete Inc
3690 33rd Ave
Sacramento, CA 95824



Direct Deposit Advice

Check Date
December 23, 2021

Voucher Number
4138

DIRECT DEPOSIT VOUCHER				Direct Deposits	Type	Account	Amount
				WELLS	C	***0742	674.88
				FARGO			
				Total Direct Deposits			674.88

133916 501-9999-9999 543 4138 3982 133916
EDILPONSO VILLA
604 W ELVERTA RD
ELVERTA, CA 95826-9200

Non Negotiable - This is not a check - Non Negotiable

Sommeral Concrete Inc

EDILPONSO VILLA

Earnings Statement

Employee ID	543	Fed Taxable Income	774.00	Check Date	December 23, 2021	Voucher Number	4138
Location	501-9999-9999	Fed Filing Status	M-3	Period Beginning	December 12, 2021	Net Pay	674.88
Salary	\$720.00	State Filing Status	M-3	Period Ending	December 18, 2021	Total Hours Worked	26.00

Earnings	Rate	Hours	Amount	YTD
Bonus				500.00
Overtime	27.00	2.00	54.00	6,037.50
Regular	18.00	24.00	432.00	35,299.00
Sick	18.00	16.00	288.00	288.00
Gross Earnings		42.00	774.00	42,124.50

Taxes	Amount	YTD
CA	1.49	143.98
CASDI-E	9.29	505.49
PITW	29.13	1,688.58
MED	11.22	610.79
SS	47.99	2,611.72
Taxes	99.12	5,560.56

Defuctions	Amount	YTD
Retirement 3		409.70
		409.70

Direct Deposits	Type	Account	Amount
WELLS FARGO BANK NA	C	***0742	674.88
Total Direct Deposits			674.88

Available Plan Year		
Time Off	to Use	Used
CA	0.00	0.00
Sick	8.00	16.00

Sommercal Concrete Inc
3690 33rd Ave
Sacramento, CA 95824

Direct Deposit Advice



Check Date
September 16, 2022

Voucher Number
8770

DIRECT DEPOSIT VOUCHER		Direct Deposit	Type	Account	Amount
		WELLS	C	***0742	612.87
		FARGO			
		Total Direct Deposits			612.87

133916 501-9999-9999 543 8770 1335 133916
EDILFONSO VILLA
604 W ELVERTA RD
ELVERTA, CA 95626-9200

Non Negotiable - This is not a check - Non Negotiable

Sommercal Concrete Inc

EDILFONSO VILLA

Earnings Statement

Employee ID	543	Fed Taxable Income	693.00	Check Date	September 16, 2022	Voucher Number	8770
Location	501-9999-9999	Fed Filing Status	M-3	Period Beginning	September 4, 2022	Net Pay	612.87
Salary	\$728.00	State Filing Status	M-3	Period Ending	September 10, 2022	Total Hours Worked	38.00

Earnings	Rate	Hours	Amount	YTD
Overtime	27.00	1.00	27.00	3,361.00
Regular	18.00	29.00	522.00	24,012.00
Sick	18.00	8.00	144.00	144.00
Gross Earnings		38.00	693.00	28,017.00

Taxes	Amount	YTD
CA	0.00	63.77
CASDI-E	7.62	308.21
FTW	19.49	999.74
MSD	10.03	408.25
SS	42.97	1,737.05
Taxes	80.11	3,515.02

Deductions	Amount	YTD
No Deductions		

Direct Deposits	Type	Account	Amount
WELLS FARGO BANK NA	C	***0742	612.87
Total Direct Deposits			612.87

Time Off	Available	Plan Year	Used
	to Use		
CA	0.00		0.00
Sick	16.00		8.00

EXHIBIT 2

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

June 6, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Edilfonso Villa
Employers: Sommercal Concrete, Inc.

This letter shall serve as notice under Labor Code Section 2699.3(a)(1) that Edilfonso Villa alleges that his former employer Sommercal Concrete, Inc. ("Sommercal") has or had a practice of violating various provisions of the Labor Code with respect to non-exempt employees who perform concrete related construction work at job sites ("Concrete Workers"). Mr. Villa worked as a Concrete Worker for Sommercal from approximately May 2019 to April 21, 2023. Mr. Villa alleges, on behalf of himself and other Concrete Workers who were employed by Sommercal that Sommercal violated the Labor Code in the following ways.

1. In violation of Labor Code Section 512, Sommercal failed to provide Concrete Workers with legally compliant meal periods. Concrete Workers were not provided duty free meal periods of 30 minutes and/or not provided with meal periods before the start of their sixth hours of work on a workday. Concrete Workers would only have 10 minutes to take a meal period if taken mid-day or 20 minutes to take a meal period at the end of the day.

2. In violation of Labor Code Section 1198, Sommercal failed to provide Concrete Workers rest periods and/or pay them additional compensation for missed rest periods in accordance with Wage Order 16. Concrete Workers were not provided with rest periods during the workday or at the end of the workday and/or Concrete Workers were not compensated separately for missed rest periods within the same pay period.

3. In violation of Labor Code Section 226.7, Sommercal failed to pay Concrete Workers premium wages owed as a result of not providing Concrete Workers legally compliant meal periods and/or not providing Concrete Workers rest periods.

4. In violation of Labor Code Section 1197, Sommercal failed to pay Concrete Workers all the minimum wages owed to them. Concrete Workers were not paid wages for meal period time that constituted compensable hours worked because meal periods were not duty free for 30 minutes. Even though Concrete Workers were not provided duty free meal periods of 30

minutes, Sommercal did not pay Concrete Workers for 30 minutes of time attributed to 30 minute meal periods that were not actually provided. Concrete Workers were also not paid wages for the time they were subject to the direction and control of Sommercal between arrival at the job site and the scheduled starting time for work, during which they needed to prepare to be ready for work. Concrete Workers were required to report for work at job sites at 6:30 a.m., one half hour before the 7:00 a.m. scheduled start time for their work. During the ½ hour between arriving at the job site and starting to work, Concrete Workers were required to get their tools ready, and put on their gloves, boots, helmets, and belts so they could begin working at the scheduled starting time, but Sommercal did not pay Concrete Workers wages for any of the time between arrival at the job site and starting to work. Concrete Workers were also not paid wages for work performed at the end of the workday that caused the total number of their hours worked (based on their scheduled starting time of 7:00 a.m. and assuming a 30 minute meal period) to exceed an even hourly increment. For example, if Concrete Workers worked until 3:40 p.m., ten minutes longer than an eight-hour workday starting at 7:00 a.m. (assuming a 30 minute meal period), Concrete Workers would only be paid for time worked until 3:30 p.m.

5. In violation of Labor Code Section 510, Sommercal failed to pay Concrete Workers all the overtime wages owed to them. When Concrete Workers worked overtime hours they were not paid, for the reasons explained in paragraph 4 above, overtime wages owed for compensable meal period time, overtime wages owed for the time between arrival at the job site and the scheduled starting time, and overtime wages owed when the time worked at the end of the day resulted in the total hours worked, based on a starting time of 7:00 a.m. and assuming a 30 minute meal period, exceeded an even number of hours. Sommercal also failed to pay all the overtime wages owed to Concrete Workers who were paid sick pay because Sommercal failed to factor sick pay into the calculation of the regular rate of pay used to determine the overtime rate of pay owed to Concrete Workers paid sick pay.

6. In violation of Labor Code Section 2802, Sommercal failed to reimburse Concrete Workers for all their necessary business-related expenses. Concrete Workers were required to use various tools and equipment to perform their job duties but Sommercal did not provide Concrete Workers with the needed tools and equipment. Concrete Workers had to acquire needed tools and equipment at their own expense and Sommercal did not reimburse Concrete Workers for the cost of acquiring the tools and equipment they needed to perform their jobs.

7. In violation of Labor Code Section 226 Sommercal failed to provide Concrete Workers with accurate wage statements. For the reasons explained in paragraphs 1-5 above, wage statements provided to Concrete Workers failed to state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, and the total number of hours worked during the pay period.

8. In violation of Labor Code Sections 201 and/or 202, Sommercal failed to pay Concrete Workers all the wages owed to them at the time their employment ended. For the reasons explained in paragraphs 1-5 above, Concrete Workers were not paid all the wages owed to them during their employment, which resulted in Concrete Workers not being paid upon termination all the wages owed to them.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Mr. Villa will proceed to seek civil penalties under Labor Code Section 2699 in the civil lawsuit he has filed against Sommercial in the Sacramento County Superior Court.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Sommercial Concrete, Inc.
3690 33rd Ave
Sacramento, CA 95824
Via Certified Mail

EXHIBIT 3

9449 E402 E000 0740 2202

U.S. Postal Service [®]	
CERTIFIED MAIL [®] RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at usps.com	
516 Product ID: 04 05 93824	
OFFICIAL USE	
Certified Mail Fee	\$4.15
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$3.00
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.67
Total Postage and Fees	\$4.78
Sent to: <u>Samuel Corvado Inc</u>	
<u>3690 33rd Ave</u>	
<u>Sacramento, CA 95824</u>	
PS Form 3800, April 2012. See instructions on back.	



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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific Palisades, California 90272.

I served the document described as **FIRST AMENDED COMPLAINT** on the interested parties in this action listed below or on the attached service list as follows:

[x]	BY E-MAIL: Based on court order or the agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email address listed below.
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Casey M. Blanas Larry M. Kazanjian PALMER KAZANJIAN WOHL HODSON, LLP cblanas@pkwhlaw.com lkazanjian@pkwhlaw.com	Sahag Majarian Garen Majarian MAJARIAN LAW GROUP, APC sahagii@aol.com garen@majarianlawgroup.com
Attorneys for Defendant	Attorneys for Plaintiff

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 25, 2024 at Pacific Palisades, California.

Gregory N. Karasik