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Superior Court of California
County of Calaveras

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and on behalf of all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CALAVERAS

KRISTINA LURA, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

CALAVERAS HEALTHY IMPACT
PRODUCT SOLUTIONS (C.H.I.P.S.); and
DOES 1 through 20, inclusive,

Defendants.

Case No. 23CV46783

**[Amended as a matter of right, pursuant to
Labor Code section 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Comply with California
Prevailing Wage Law;
4. Failure to Provide Meal Periods;
5. Failure to Permit Rest Breaks;
6. Unlawful Deductions;
7. Failure to Reimburse Business Expenses;
8. Failure to Provide Accurate Itemized Wage
Statements;
9. Failure to Pay Wages Timely During
Employment;
10. Failure to Pay All Wages Due Upon
Separation of Employment; and
11. Violation of Business and Professions
Code §§ 17200, *et seq.*
12. Enforcement of Labor Code § 2698 *et seq.*
("PAGA")

1 Plaintiff Kristina Lura, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Kristina Lura (“Plaintiff”) brings this putative class action and
5 representative action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. §
6 2698 *et seq.*, against defendants Calaveras Healthy Impact Product Solutions (C.H.I.P.S.), and
7 DOES 1 through 20, inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on
8 behalf of California citizens who are and were employed by Defendants as non-exempt
9 employees throughout California, including but not limited to, workers who performed labor on
10 private or public works projects subject to the payment of prevailing wages.

11 2. Defendants provide services or goods throughout California.

12 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
13 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
14 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
15 competition.

16 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
17 increased their profits by violating state wage and hour laws by, among other things:

- 18 (a) failing to pay all wages (including minimum wages and overtime wages);
 - 19 (b) failing to comply with California Prevailing Wage Law;
 - 20 (c) failing to provide lawful meal periods or compensation in lieu thereof;
 - 21 (d) failing to authorize or permit lawful rest breaks or provide compensation
22 in lieu thereof;
 - 23 (e) failing to reimburse necessary business-related costs;
 - 24 (f) making improper deductions from employees’ earned wages;
 - 25 (g) failing to provide accurate itemized wage statements;
 - 26 (h) failing to pay wages timely during employment; and
 - 27 (i) failing to pay all wages due upon separation of employment.
- 28

1 5. Plaintiff seeks monetary relief against Defendants on behalf of Plaintiff and all
2 others similarly situated in California to recover, among other things, unpaid wages, prevailing
3 wages, unreimbursed business expenses, benefits, interest, attorneys' fees, costs and expenses,
4 and penalties pursuant to Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 225.5, 226, 226.3,
5 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1720, 1770,
6 1771, 1773.1, 1774, 1775, 1776, 1777.5, 1777.7, 1810, 1811, 1812, 1813, 1815, 2800, and 2802,
7 2698, *et seq.*, and Code of California Civil Procedure § 1021.5.

8 **JURISDICTION AND VENUE**

9 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
10 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
11 the Superior Court and will be established according to proof at trial.

12 7. This Court has jurisdiction over this action pursuant to the California
13 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
14 except those given by statutes to other courts. The statutes under which this action is brought do
15 not specify any other basis for jurisdiction.

16 8. This Court has jurisdiction over all Defendants because, upon information and
17 belief, they are citizens of California, have sufficient minimum contacts in California, or
18 otherwise intentionally avail themselves of the California market so as to render the exercise of
19 jurisdiction over them by the California courts consistent with traditional notions of fair play and
20 substantial justice.

21 9. Venue is proper in this Court because, upon information and belief, Defendants
22 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
23 took place in this county.

24 **THE PARTIES**

25 10. Plaintiff is a resident of California and worked for Defendants during the relevant
26 time periods as alleged herein.

27 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
28 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as

1 employers, whose employees were and are engaged throughout this county and the State of
2 California.

3 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
4 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
5 Complaint and serve such fictitiously named defendants once their names and capacities become
6 known.

7 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
8 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
9 all relevant times.

10 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
11 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
12 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
13 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
14 employer and/or joint employer of Plaintiff and the class members.

15 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
16 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
17 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
18 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
19 official policy of Defendants.

20 16. At all relevant times, Defendants, and each of them, acted within the scope of
21 such agency or employment, or ratified each and every act or omission complained of herein. At
22 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
23 each and all the other Defendants in proximately causing the damages herein alleged.

24 17. Plaintiff is informed and believes, and thereon alleges, that each of said
25 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
26 omissions, occurrences, and transactions alleged herein.

27 ///

28 ///

1 **CLASS ACTION ALLEGATIONS**

2 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
3 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
4 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

5 19. All claims alleged herein arise under California law for which Plaintiff seeks
6 relief authorized by California law.

7 20. Plaintiff's proposed class consists of and is defined as follows:

8 Class

9 All California citizens currently or formerly employed by Defendants as non-
10 exempt employees in the State of California at any time between December 18,
11 2018¹ and the date of class certification ("Class").

12 21. Plaintiff also seeks to certify the following subclasses of employees:

13 Prevailing Wage Subclass

14 All members of the Class who performed labor on private or public works projects
15 covered by the California Prevailing Wage Law.

16 Waiting Time Subclass

17 All members of the Class who separated their employment with Defendant at any
18 time between December 18, 2019 and the date of class certification ("Waiting
19 Time Subclass").

20 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
21 subclasses, or modify or re-define any class or subclass definition as appropriate based on
22 investigation, discovery, and specific theories of liability.

23 23. Members of the Class and the Waiting Time Subclass described above will be
24 collectively referred to as "Class Members."
25

26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

1 24. There are common questions of law and fact as to the Class Members that
2 predominate over any questions affecting only individual members including, but not limited to,
3 the following:

- 4 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
5 (including minimum wages, prevailing wage, overtime wages, and
6 doubletime wages) for all hours worked by Plaintiff and Class Members.
- 7 (b) Whether Defendants required Plaintiff and Class Members to work over
8 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
9 (40) hours per week and failed to pay them proper overtime compensation
10 for all overtime hours worked.
- 11 (c) Whether Defendant violated the California Prevailing Wage Law, Cal. Lab.
12 Code § 1720 - § 1861, by its acts and omissions alleged here, including but
13 not limited to its failure and refusal to pay the prevailing wage rates under the
14 California Prevailing Wage Law.
- 15 (d) Whether Defendants deprived Plaintiff and Class Members of timely meal
16 periods or required Plaintiff and Class Members to work through meal
17 periods without legal compensation.
- 18 (e) Whether Defendants deprived Plaintiff and Class Members of rest breaks
19 or required Plaintiff and Class Members to work through rest breaks.
- 20 (f) Whether Defendants made unlawful deductions from Plaintiff's and class
21 members' wages.
- 22 (g) Whether Defendants failed to reimburse Plaintiff and Class Members for
23 necessary business-related costs expended for the benefit of Defendants.
- 24 (h) Whether Defendants failed to provide Plaintiff and Class Members
25 accurate itemized wage statements.
- 26 (i) Whether Defendants failed to pay wages timely to Plaintiff and Class
27 Members;
- 28

1 (j) Whether Defendants failed to timely pay the Waiting Time Subclass all
2 wages due upon termination or within seventy-two (72) hours of
3 resignation.

4 (k) Whether Defendants' conduct was willful or reckless.

5 (l) Whether Defendants engaged in unfair business practices in violation of
6 Business and Professions Code §§ 17200, *et seq.*

7 25. There is a well-defined community of interest in this litigation and the proposed
8 Class and subclasses are readily ascertainable:

9 (a) Numerosity: The Class Members are so numerous that joinder of all
10 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
11 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
12 identities of the Class Members are readily ascertainable by inspection of Defendants'
13 employment and payroll records.

14 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
15 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
16 provisions of California's wage and hour laws entitled each Class Member to similar pay,
17 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
18 sustained by the Class Members, because they arise out of and are caused by Defendants'
19 common course of conduct as alleged herein.

20 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
21 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
22 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
23 class counsel, are competent and experienced in litigating large employment class actions and
24 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
25 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
26 costs that have been and will be necessarily expended for the prosecution of this action for the
27 substantial benefit of the Class Members.
28

1 (d) Superiority: The nature of this action makes use of class action
2 adjudication superior to other methods. A class action will achieve economies of time, effort, and
3 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
4 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
5 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
6 to efficiently manage this case as a class action.

7 (e) Public Policy Considerations: Employers in the State of California violate
8 employment and labor laws every day. Current employees are often afraid to assert their rights
9 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
10 because they believe their former employers might damage their future endeavors through
11 negative references and/or other means. Class actions provide class members who are not named
12 in the complaint with a type of anonymity that allows for the vindication of their rights while
13 affording them privacy protections.

14 **GENERAL ALLEGATIONS**

15 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
16 California residents as non-exempt employees throughout California at Defendants' California
17 business location(s).

18 27. Defendants continue to employ non-exempt employees within California.

19 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who
21 were knowledgeable about California's wage and hour laws, employment and personnel
22 practices, and the requirements of California law.

23 29. At all relevant times, Defendant contracted and entered into contracts, either as a
24 prime contractor or as a subcontractor, to perform private or public work throughout the State of
25 California covered by the California Prevailing Wage Law.

26 30. In furtherance of the private or public work conducted by Defendant and covered
27 by the California Prevailing Wage Law, Plaintiff and other members of the proposed class
28

1 performed various types of work, including, but not limited to, job positions entitled to
2 prevailing wage rates.

3 31. Defendant was required to pay, and ensure payment of, the prevailing wage rates
4 to all workers performing work on private or public works projects covered by the California
5 Prevailing Wage Law.

6 32. Defendant failed to pay Plaintiff and the Prevailing Wage Subclass members the
7 prevailing wage rates, including overtime and employee benefits or the value of the employee
8 benefits included in per diem wages, that they are entitled to receive under the California
9 Prevailing Wage Law. Defendant has frequently failed to pay its workers prevailing wages as a
10 matter of policy and practice.

11 33. Plaintiff and Prevailing Wage Subclass Members have suffered and continue to
12 suffer injury, including monetary injury, as a result of Defendant's acts and omissions alleged here.
13 As alleged herein, Plaintiff and Prevailing Wage Subclass Members have been paid less than
14 prevailing wage rates on private or public works projects.

15 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and Class Members were entitled to receive wages for all time
17 worked (including minimum wages and overtime wages) and that they were not receiving all
18 wages earned for work that was required to be performed. In violation of the Labor Code and
19 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
20 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

21 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and Class Members were entitled to receive all required meal
23 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
24 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
25 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
26 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
27 pay when they did not receive a timely, uninterrupted meal period.
28

1 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
3 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
4 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
5 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
6 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
7 was missed, late, or interrupted.

8 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and Class Members were entitled to all earned wages without
10 unlawful deductions.

11 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and Class Members were entitled to reimbursement and/or
13 indemnification for all necessary business expenditures or losses as a direct consequence of the
14 discharge of their duties, or of their obedience to the directions of Defendants. In violation of the
15 Labor Code and IWC Wage Orders, Plaintiff and Class Members incurred necessary business
16 expenses or losses, but were not reimbursed nor indemnified of such expenses or losses that were
17 incurred as a direct consequence of the discharge of their duties, or of their obedience to the
18 directions of Defendants.

19 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and Class Members were entitled to receive itemized wage
21 statements that accurately showed the following information pursuant to the Labor Code: (1)
22 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
23 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
24 deductions, provided that all deductions made on written orders of the employee may be
25 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
26 which the employee is paid; (7) the name of the employee and only the last four digits of his or
27 her social security number or an employee identification number other than a social security
28 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable

1 hourly rates in effect during the pay period and the corresponding number of hours worked at
2 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
3 were not provided with accurate itemized wage statements.

4 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
6 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
7 not receive payment of all wages within the permissible time periods.

8 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
10 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
11 failed to do so in order to increase Defendants' profits.

12 42. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
13 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
14 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
15 period premium payments, unpaid rest period premium payments, unreimbursed business
16 expenditures, interest, attorneys' fees, penalties, costs, and expenses.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

20 43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
21 though fully set forth herein.

22 44. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
23 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
24 wage than the minimum so fixed is unlawful.

25 45. Plaintiff and Class Members were employees entitled to the protections of Labor
26 Code §§ 1194 and 1197.

27 46. During the relevant time period, Defendants failed to pay Plaintiff and Class
28 Members all wages owed when Defendants did not pay minimum wage for all hours worked.

1 47. During the relevant time period, Defendants failed to pay at least minimum wage
2 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

3 48. Defendants' failure to pay Plaintiff and Class Members the required minimum
4 wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class
5 Members are entitled to recover the unpaid balance of their minimum wage compensation as
6 well as interest, costs, and attorneys' fees.

7 49. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to
8 recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued
9 interest thereon.

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY OVERTIME**

12 (Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

13 50. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
14 though fully set forth herein.

15 51. Labor Code § 1198 and the applicable IWC Wage Order provide that it is
16 unlawful to employ persons without compensating them at a rate of pay either one and one-half
17 (1½) or two (2) times the person's regular rate of pay, depending on the number of hours
18 worked by the person on a daily or weekly basis.

19 52. Specifically, the applicable IWC Wage Orders provide that Defendants are and
20 were required to pay overtime compensation to Plaintiff and Class Members at the rate of one
21 and one-half times (1½) their regular rate of pay when working and for all hours worked in
22 excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first
23 eight (8) hours of work on the seventh day of work in a workweek.

24 53. The applicable IWC Wage Orders further provide that Defendants are and were
25 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
26 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
27 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

1 54. California Labor Code § 510 codifies the right to overtime compensation at one
2 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
3 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
4 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
5 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work in a workweek.

7 55. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
8 of more than six days in a workweek is only permissible if the employer pays proper overtime
9 compensation as set forth herein.

10 56. Plaintiff and Class Members were employees entitled to the protections of
11 California Labor Code §§ 510 and 1194.

12 57. During the relevant time period, Defendants required Plaintiff and Class Members
13 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
14 consecutive day of work, entitling them to overtime wages.

15 58. During the relevant time period, Defendants failed to pay Plaintiff and Class
16 Members overtime wages for all overtime hours worked. To the extent these hours qualify for
17 the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime
18 wages.

19 59. In violation of California law, Defendants knowingly and willfully refused to
20 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
21 all hours worked.

22 60. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
23 overtime compensation, as required by California law, violates the provisions of Labor Code §§
24 510 and 1198, and is therefore unlawful.

25 61. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
26 recover their unpaid overtime and double time compensation as well as interest, costs, and
27 attorneys' fees.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO COMPLY WITH CALIFORNIA PREVAILING WAGE LAW**

3 (Violation of Labor Code §§ 1720-1861)

4 62. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5 though fully set forth herein.

6 63. Defendant contracted to perform private or public work in the State of California
7 on private or public works projects covered by the California Prevailing Wage Law.

8 64. Plaintiff and Prevailing Wage Subclass Members were Workers employed by
9 Defendant to perform work in the execution of such private or public work.

10 65. Defendant failed and refused to pay Plaintiff and Prevailing Wage Subclass
11 Members, the prevailing wage rates, including overtime and the value of employee benefits
12 included in the per diem wages, as required by the California Prevailing Wage Law. Defendant's
13 acts and omissions in this regard are willful and not in good faith, and are without reasonable
14 grounds for believing that the alleged acts and omissions are in compliance with the California
15 Prevailing Wage Law.

16 66. As a result of Defendant's acts and omissions in violation of the California
17 Prevailing Wage Law, Plaintiff and Prevailing Wage Subclass Members have suffered, and
18 continue to suffer, monetary injury.

19 67. Declaratory and Injunctive relief is necessary and appropriate to insure that
20 Defendant ceases violating the California Prevailing Wage Law.

21 68. Plaintiff and Prevailing Wage Subclass Members are entitled to recover the
22 unpaid balance of the prevailing wages earned, interest, and reasonable attorney's fees and costs
23 of this suit pursuant to Cal. Lab. Code § 1194(a).

24 69. Plaintiff and Prevailing Wage Subclass Members are further entitled to liquidated
25 damages for unpaid wages pursuant to Cal. Lab. Code § 1194.2(a), except with respect to
26 overtime compensation.

27 **FOURTH CAUSE OF ACTION**

28 **FAILURE TO PROVIDE MEAL PERIODS**

(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

71. Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by the IWC Wage Orders.

72. Section 11 of the applicable IWC Wage Order states, “[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.”

73. Labor Code § 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

74. Labor Code § 512(a) also provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. During the relevant time period, Plaintiff and Class Members did not receive compliant meal periods for working more than five (5) and ten (10) hours per day because their meal periods were missed, late, short, interrupted, and/or they were not permitted to take a second meal period.

76. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require an employer to pay an employee one (1) additional hour of pay at the employee’s regular rate of compensation for each work day that a compliant meal period is not provided.

77. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order.

78. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant meal period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PERMIT REST BREAKS

(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

79. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

80. Labor Code § 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by the IWC Wage Orders.

81. Section 12 of the applicable IWC Wage Order states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period[,]” and the “[a]uthorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof[,]” unless the total daily work time is less than three and one-half (3½) hours.

82. During the relevant time period, Plaintiff and Class Members did not receive a ten (10) minute rest period for every four (4) hours or major fraction thereof worked, including working in excess of ten (10) hours in a day, because they were required to work through their rest periods and/or were not authorized to take their rest periods.

83. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

84. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

85. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

SIXTH CAUSE OF ACTION

UNLAWFUL DEDUCTIONS FROM EARNED WAGES

(Violation of Labor Code § 221, 223, 224; Violation of IWC Wage Order)

86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

87. Labor Code § 221 provides that employers may not collect or receive from an employee any part of wages theretofore paid by said employer to said employee.

88. Labor Code § 223 provides that employers may not secretly pay less than the promised wages.

89. During the relevant time period, Defendants had a policy and practice of making unlawful deductions from earned wages of Plaintiff and Class Members or secretly paying them less than the promised wages.

90. As a result of Defendants' failure to refrain from making improper deductions from earned wages, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation, the exact amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Labor Code §§ 2800, 2802)

91. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

92. Labor Code § 2800 states that “[a]n employer shall in all cases indemnify his employee for losses caused by the employer’s want of ordinary care.”

93. Labor Code § 2802(a) states that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
2 the employer”

3 94. Labor Code § 2802(b) states that “[a]ll awards made by a court . . . for
4 reimbursement of necessary expenditures under this section shall carry interest at the same rate
5 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
6 the necessary expenditure or loss.”

7 95. Labor Code § 2802(c) states that “[f]or purposes of this section, the term
8 “necessary expenditures or losses” shall include all reasonable costs, including, but not limited
9 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

10 96. During the relevant time period, Plaintiff and Class Members incurred necessary
11 business-related costs that were not fully reimbursed by Defendants.

12 97. In violation of Labor Code §§ 2800 and 2802, Defendants failed to reimburse or
13 indemnify Plaintiff and Class Members for their expenses due to Defendants’ knowing and
14 intentional failure to reimburse necessary business expenditures in connection with Plaintiff’s
15 and Class Members’ work and job duties.

16 98. As a direct result, Plaintiff and Class Members have suffered and continue to
17 suffer losses, and therefore seek complete reimbursement and indemnification of necessary
18 business expenditures or losses, interest thereon at the required rate, and all reasonable costs in
19 enforcing the rights under Labor Code § 2802, including, but not limited to attorneys’ fees.

20 **EIGHTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

22 (Violation of Labor Code § 226; Violation of IWC Wage Order)

23 99. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
24 though fully set forth herein.

25 100. Labor Code § 226(a) requires Defendants to provide each employee with an
26 accurate wage statement in writing showing nine pieces of information, including, the following:
27 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
28 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

1 deductions, provided that all deductions made on written orders of the employee may be
2 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
3 which the employee is paid, (7) the name of the employee and the last four digits of his or her
4 social security number or an employee identification number other than a social security number,
5 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
6 rates in effect during the pay period and the corresponding number of hours worked at each
7 hourly rate by the employee.

8 101. During the relevant time period, Defendants have knowingly and intentionally
9 failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff
10 and Class Members. The deficiencies include, among other things, the failure to correctly state
11 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
12 number of hours worked at each hourly rate by Plaintiff and Class Members.

13 102. As a result of Defendants' knowing and intentional failure to comply with Labor
14 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
15 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
16 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
17 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
18 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
19 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
20 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
21 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
22 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
23 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
24 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
25 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

26 103. Plaintiff and Class Members are entitled to recover from Defendants the greater of
27 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
28 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars

1 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
2 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

3 104. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
4 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
5 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
6 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
7 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
8 to proof at trial.

9 **NINTH CAUSE OF ACTION**

10 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

11 (Violation of Labor Code §§ 204, 210)

12 105. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
13 though fully set forth herein.

14 106. Pursuant to California Labor Code § 204, employees must be paid within a certain
15 number of days of the close of the pay period.

16 107. During the relevant time period, Defendants failed to timely pay Plaintiffs and
17 Class Members wages earned during the pay period.

18 108. Such a pattern, practice and uniform administration of corporate policy regarding
19 timely payment of wages as described herein is unlawful and creates an entitlement to recovery
20 by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed,
21 including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of
22 California Labor Code § 210.

23 109. As a direct and proximate cause of these violations, Class Members have been
24 damaged, in an amount to be determined at trial.

25 **TENTH CAUSE OF ACTION**

26 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

27 (Violation of Labor Code §§ 201, 202, and 203)

110. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

111. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

112. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

113. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in violation of Labor Code §§ 201 and 202.

114. Labor Code § 203 provides that if an employer willfully fails to pay wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

115. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members' regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a maximum of thirty (30) days.

ELEVENTH CAUSE OF ACTION

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

(Violation of Business and Professions Code §§ 17200, *et seq.*)

116. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

1 117. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
2 unfair competition, which includes any “unlawful, unfair or fraudulent business act or practice . .
3 . .”

4 118. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
5 be predicated on a violation of any state or federal law. In the instant case, Defendants’ policies
6 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
7 suffer injuries-in-fact.

8 119. Defendants’ policies and practices violated state law in at least the following
9 respects:

- 10 (a) Failing to pay all wages earned (including minimum wage, prevailing
11 wage, and overtime wages) to Plaintiff and Class Members at the proper
12 rate and in a timely manner in violation of Labor Code §§ 204, 510, 1194,
13 1194.2, 1197, 1198, 1773, 1774, 1776, 1815.
- 14 (b) Failing to provide compliant meal periods without paying Plaintiff and
15 Class Members premium wages for every day said meal periods were not
16 provided in violation of Labor Code §§ 226.7 and 512.
- 17 (c) Failing to authorize or permit compliant rest breaks without paying
18 Plaintiff and Class Members premium wages for every day said rest
19 breaks were not authorized or permitted in violation of Labor Code §
20 226.7.
- 21 (d) Failing to refrain from making unlawful deductions from wages and/or
22 secretly paying lower wages than promised in violation of Labor Code §
23 221 and 223.
- 24 (e) Failing to reimburse Plaintiff and Class Members for necessary business-
25 related expenses in violation of Labor Code §§ 2800 and 2802.
- 26 (f) Failing to provide Plaintiff and Class Members with accurate itemized
27 wage statements in violation of Labor Code § 226.
- 28

1 (g) Failing to timely pay all earned wages to the members of the Waiting
2 Time Subclass upon separation of employment in violation of Labor Code
3 §§ 201, 202, and 203.

4 120. As alleged herein, Defendants systematically engaged in unlawful conduct in
5 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
6 (minimum wage, prevailing wage, and overtime wages), failing to provide meal periods and rest
7 breaks or compensation in lieu thereof, making unlawful deductions, failing to reimburse
8 necessary business-related costs and expenses, failing to furnish accurate wage statements, and
9 failing to pay all wages due and owing upon separation of employment in a timely manner to
10 the Waiting Time Subclass, all in order to decrease their costs of doing business and increase
11 their profits.

12 121. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
13 Members as being knowledgeable concerning the labor and employment laws of California.

14 122. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
15 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
16 doing business in order to undercut their competitors and establish and/or gain a greater
17 foothold in the marketplace.

18 123. By violating the foregoing statutes and regulations as herein alleged, Defendants'
19 acts constitute unfair and unlawful business practices under California Business and Professions
20 Code §§ 17200, *et seq.*

21 124. As a result of the unfair and unlawful business practices of Defendants as alleged
22 herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and
23 restitution in an amount to be shown according to proof at trial.

24 125. Plaintiff seeks to enforce important rights affecting the public interest within the
25 meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged
26 herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members,
27 and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class
28

1 Members are entitled to an award of attorneys' fees pursuant to California Code of Civil
2 Procedure § 1021.5.

3 **TWELFTH CAUSE OF ACTION**

4 **ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")**

5 126. Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs
6 as though fully set forth herein.

7 127. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides
8 for a civil penalty to be assessed and collected by the Labor and Workforce Development
9 Agency ("LWDA") or any of its departments, divisions, commissions, boards, agencies, or
10 employees for violation of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or
12 former employees pursuant to the procedures specified in Labor Code § 2699.3.

13 128. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
15 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two
16 hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay
17 period in which Defendants violated these provisions of the Labor Code.

18 129. Defendants' conduct violates numerous Wage Order and Labor Code sections,
19 including, but not limited to, the following:

- 20 a. violation of Labor Code §§ 201, 202, 203, 204, 210, 510, 1182.12, 1194,
21 1197, and 1198 for failure to timely pay all earned wages (including
22 minimum wage and overtime wages) owed to Plaintiff and other
23 aggrieved employees during employment and upon separation of
24 employment as herein alleged;
- 25 b. violation of Labor Code §§ 1720, 1770, 1771, 1773.1, 1774, 1775, 1776,
26 1777.5, 1777.7, 1810, 1811, 1812, 1813, 1815 for failure to pay Plaintiff
27 and other aggrieved employees the prevailing wage rates and
28

corresponding overtime rates when working on public works projects subject to the payment of prevailing wages as herein alleged;

- c. violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as herein alleged;
- d. violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;
- e. violation of Labor Code § 226 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;
- f. violation of Labor Code §§ 221 and 223 for failure to refrain from making unlawful deductions from the wages paid to Plaintiff and other aggrieved employees as herein alleged;
- g. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate and complete records showing, among other things, the hours worked daily by and the wages paid to Plaintiff and aggrieved employees; and
- h. violation of Labor Code §§ 2800 and 2802 for failure to reimburse Plaintiff and other aggrieved employees for necessary business expenses as herein alleged.

130. Plaintiff is an “aggrieved employee” because she was employed by the alleged violator and had one or more of the violations committed against her, and therefore is properly suited to represent the interests of all other aggrieved employees.

131. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other aggrieved employees under PAGA.

132. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

133. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;

2. For appointment of Kristina Lura as class representative;

3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;

4. For compensatory damages in an amount according to proof at trial;

5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;

6. For economic and/or special damages in an amount according to proof at trial;

7. For liquidated damages pursuant to Labor Code § 1194.2;

8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;

9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;

11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code §§ 17200, *et seq.*;

12. For pre-judgment interest;

13. For civil penalties;

1 14. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
2 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
3 226(e), 1194, and 2698 *et seq.*; and

4 15. For such other relief as the Court deems just and proper.
5

6 Dated: August 21, 2023

AEGIS LAW FIRM, PC

7
8 By: 
9 Jessica L. Campbell
10 Attorneys for Plaintiff Kristina Lura
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1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am
3 over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC
4 and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

5 On August 21, 2023, I served the foregoing document(s) entitled:

6 • **FIRST AMENDED CLASS ACTION COMPLAINT**
7 on all the appearing and/or interested parties in this action by delivering ☐ the original ☒ a
8 true copy thereof on the party(ies) addressed below as follows:

9 Raquel Hatfield
10 HENDERSON HATFIELD, a Professional Corporation
11 1101 15th Street
12 Modesto, California 95354
13 Tel: 209.599.5003
14 Fax: 209.599.5008
15 raquel@hendersonhatfield.com
16 cecilia@hendersonhatfield.com
17 vanessa@hendersonhatfield.com

18 *Attorneys for Defendant:*

19 CALAVERAS HEALTHY IMPACT PRODUCT SOLUTIONS (C.H.I.P.S.)

20 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with the U.S.
22 Postal Service on that same day with postage thereon fully prepaid at Irvine, California
23 in the ordinary course of business. I am aware that on motion of the party served,
24 service is presumed invalid if postage cancellation date or postage meter date is more
25 than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc. §*
26 *1013(a); Fed. R. Civ. Proc. 5(a); Fed. R. Civ. Proc. 5(c).*)

27 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
28 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); Fed. R. Civ. Proc. 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); Fed. R. Civ. Proc. 5(b)(2)(E); Fed. R. Civ. Proc. 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
the addressed named above. (*Cal Code Civ. Proc. § 1011; Fed. R. Civ. Proc.*
5(b)(2)(A).)

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on August 21, 2023, at Irvine, California.

4 

5 _____
6 Jacquelyn Enciso
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