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as an individual and on behalf of all employees similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF YUBA**

ROBERT FRIAS VARGAS, as an individual  
and on behalf of all employees similarly  
situated,

Plaintiff,

v.

DANNA FARMS INC., a California  
Corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No. CVCV26-00159

**Amended as a matter of right, pursuant to  
Labor Code Section 2699.3(a)(2)(c)**

**FIRST AMENDED COMPLAINT**

1. Failure to Pay All Wages and Sick Pay;
2. Failure to Provide Meal Periods;
3. Failure to Provide Rest Periods;
4. Failure to Keep Accurate Itemized Wage Statements;
5. Failure to Pay Wages Upon Termination of Employment;
6. Failure to Reimburse for Necessary Expenditures;
7. Unfair Business Practices; and
8. *Violation* of the Private Attorneys General Act, Labor Code sections 2698, *et seq*

**DEMAND FOR JURY TRIAL**

ELECTRONICALLY FILED  
by  
Superior Court of California  
County of Yuba  
on 4/6/2026  
by B Rodriguez

1 Plaintiff ROBERT FRIAS VARGAS (hereinafter referred to as “Plaintiff”) on behalf of  
2 himself and all others similarly situated, and as representative of the State of California and the  
3 Labor and Workforce Development Agency (“LWDA”), based upon facts that either have  
4 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for  
5 further investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class he seeks to  
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid  
9 employees currently and/or formerly employed by DANNA FARMS INC. in the State of  
10 California during the Class Period. The term “Class Period” is defined as four (4) years prior to  
11 the filing of this Complaint through the date final judgment is entered. Plaintiff reserves the right  
12 to amend this Complaint to reflect a different “Class Period” or “Class” as further discovery is  
13 conducted.

14 2. Plaintiff, individually and on behalf of the class he seeks to represent, seeks relief  
15 against DANNA FARMS INC. (“Defendant”) for Defendant’s failure to pay all wages due;  
16 failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or  
17 compensation in lieu thereof; failure to provide accurate itemized wage statements upon payment  
18 of wages; failure to reimburse for necessary expenditures; and failure to pay wages of terminated  
19 or resigned employees; failure to provide accurate paid sick leave and provide accurate sick leave  
20 amount balance.

21 3. Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive  
22 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business  
23 practices.

24 4. At all relevant times herein, Defendant has consistently maintained and enforced  
25 against Plaintiff and Class the following unlawful practices and policies:

- 26 (a) willfully refusing to pay Plaintiff and Class for all hours worked;  
27 (b) willfully refusing to permit Plaintiff and Class from taking meal periods or  
28 compensation in lieu thereof;

- 1 (c) willfully refusing to permit Plaintiff and Class from taking rest periods or  
2 compensation in lieu thereof;
- 3 (d) willfully refusing to maintain accurate records and to furnish to Plaintiff and  
4 Class accurate itemized wage statements upon payment of wages;
- 5 (e) willfully refusing to compensate certain members of the Class wages due and  
6 owing at the time of Class Members' employment with Defendant ended;
- 7 (f) willfully refusing to reimburse Plaintiff and Class for necessary  
8 expenditures; and
- 9 (h) willfully refusing to provide accurate paid sick leave and accurate written  
10 notice of paid sick leave.

11 5. On information and belief, Defendant was on actual and constructive notice of  
12 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.  
13 Defendant's violations, as alleged above, during all relevant times herein were willful and  
14 deliberate.

15 6. At all relevant times, Defendant was and is legally responsible for all of the  
16 unlawful conduct, policies, practices, acts and omissions as described in each and all of the  
17 foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendant is responsible  
18 for each of the unlawful acts or omissions complained of herein under the doctrine of  
19 "respondeat superior".

20 7. Plaintiff further brings this action as a representative of the State of California  
21 and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties  
22 pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq.,  
23 for violations of numerous Labor Code provisions, including, but not limited to, sections 201-  
24 203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199,  
25 2802, as well as violations of the applicable Wage Order.

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9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

**THE PARTIES**

**A. Plaintiff**

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a laborer approximately March 2019 to October 10, 2025 in Yuba County. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

### A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendant's employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiff was employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff worked as a laborer approximately March 2019 to October 10, 2025 in Yuba County. Each of the Class Members are identifiable, current and/or former similarly situated persons who were employed in non-exempt hourly positions in California by Defendant during the Class Period.

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FIRST AMENDED COMPLAINT

1           12. Plaintiff is informed and believes, and based thereon alleges, that Defendant is a  
2 California corporation, registered and doing business in California. Plaintiff also alleges that  
3 Defendant is conducting business in good standing in California.

4           13. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
5 participation in the conduct herein alleged of the Defendant sued herein as DOES 1 through 50,  
6 inclusive, but on information and belief alleges that these Defendants are legally responsible for  
7 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff  
8 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such  
9 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of  
10 each DOE Defendants when ascertained.

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

16           15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
18 managing agent, and/or principal of the Defendant, and in performing the actions mentioned  
19 below was acting, at least in part, within the course and scope of that authority as such agent,  
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
21 permission and consent of the Defendant. Plaintiff also alleges the acts of each Defendant are  
22 legally attributable to the other Defendant.

23           16. Plaintiff is informed and believes, and based thereon alleges, that each of the  
24 Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,  
25 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing  
26 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,  
27 within the course and scope of such employment and agency, with the express and implied  
28 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

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18. A true and correct copy of Plaintiff's letter sent to the LWDA dated January 29, 2026, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not responded to the written notice.

20. More than sixty-five (65) days have passed without notice from the LWDA. Accordingly, all administrative prerequisites for filing this action have been fulfilled.

21. Plaintiff was employed by Defendant as a laborer from approximately March 2019 to October 10, 2025.

23. Labor Code Section 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code Sections 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... "  
2 See California Labor Code Section 1194.2.

3 24. Labor Code Sections 1194 and 1198 also provide that employees in California  
4 shall not be employed more than eight hours in any workday unless they receive additional  
5 compensation beyond their regular wages in amounts specified by law. Additionally, Labor  
6 Code Section 1198 states that the employment of an employee for longer hours than those fixed  
7 by the Industrial Welfare Commission is unlawful.

8 25. Labor Code Section 510 provides that employees in California shall not be  
9 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless  
10 they receive additional compensation beyond their regular wages in amounts specified by law.

11 26. Labor Code Section 204 requires employers to pay employees all earned wages  
12 two times per month on days designated in advance by the employer as regular paydays.  
13 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,  
14 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the  
15 month during which the labor was performed, and labor performed between the 16th and the last  
16 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the  
17 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall  
18 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
19 the wages are paid not more than seven calendar days following the close of the payroll period.  
20 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all  
21 meal period premium wages owed, rest period premium wages owed, and wages owed for hours  
22 worked. Defendant systematically failed and refused to pay the employees all wages due, and  
23 failed to pay those wages twice a month, in that employees were not paid all wages for all meal  
24 periods not provided by Defendant, all wages for all rest periods not authorized and permitted by  
25 Defendant, and all wages for all hours worked.

26 27. Further, Business and Professions Code Section 17203 provides that any person  
27 who engages in unfair competition may be enjoined in any court of competent jurisdiction.  
28 Business and Professions Code Section 17204 provides that any person who has suffered actual

injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

28. During all, or a portion of the Class Period, Plaintiff and each member of the Class was employed by Defendant in the State of California.

29. Plaintiff and Class Members were non-exempt employees covered under one or more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders, regulations and statutes, and each Class Member was not subject to an exemption for executive, administrative or professional employees, which imposed obligations on the part of Defendant to pay Plaintiff and Class Members lawful overtime compensation.

30. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed an obligation on the part of Defendant to pay Plaintiff and Class rest and meal period compensation.

31. During the Class Period, Defendant was obligated to pay Plaintiff and Class Members overtime compensation for all hours worked in excess of eight (8) hours of work in one (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were required to work overtime in excess of eight (8) hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper overtime rate of pay.

32. During the Class Period, Defendant maintained a policy and practice of failing to pay Plaintiff and Class Members for all hours worked. During the Class Period, Defendant maintained a policy and practice of requiring Plaintiff and Class Members to perform work "off-the-clock". Plaintiff and Class Members were also regularly required to work off-the-clock, uncompensated, as they were required to arrive earlier than their shift start time to perform pre-shift activities like loading materials to work vehicle and post-shift activities by unloading materials from the work vehicle after clocking out at the end of their shifts. This time spent under the control of Defendant was uncompensated. Plaintiff and Class Members

1 were also regularly required to work off-the-clock, uncompensated, to send and respond to  
2 work-related messages regarding the jobsite locations and tasks on their personal cell phones  
3 after their scheduled shifts.

4 33. Defendant's automatic deduction and time rounding policies and practices for meal  
5 periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted  
6 to Defendant's premises and/or subject to Defendant's control during off-the-clock meal  
7 periods (described above), and/or other off-the-clock work resulted in the failure to account for  
8 all hours worked and thus the denial of all wages owed to Plaintiff and Class Members who  
9 worked more than eight (8) hours in a day or more than forty (40) hours in a week.

10 34. In maintaining a practice of not paying all wages owed, Defendant failed to  
11 maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,  
12 Defendant also failed to maintain accurate records of the hours Plaintiff and Class Members  
13 worked.

14 35. During the Class Period, Defendant was obligated to provide Plaintiff and Class  
15 with a work-free meal period within the first five (5) hours of a shift no later than the start of  
16 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-  
17 free meal period no later than the start of the eleventh hour of work in the workday. Here,  
18 Defendant wrongfully failed to provide Plaintiff and Class Members with legally compliant  
19 meal periods. Defendant regularly required Plaintiff and Class Members to work in excess of  
20 five consecutive hours a day without providing a 30-minute, continuous and uninterrupted,  
21 duty-free meal period for every five hours of work, or without compensating Plaintiff and Class  
22 Members for meal periods that were not provided by the end of the fifth hour of work or tenth  
23 hour of work. Plaintiff and Class Members would regularly miss their meal periods.

24 36. Most importantly, based on information and belief, Defendant did not instruct and  
25 allow Plaintiff and Class Members to record their meal periods. Based on information and  
26 belief, even if the meal periods were automatically deducted, they did not reflect the actual meal  
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1 period time. Additionally, based on information and belief, Plaintiff and Class Members were  
2 now allowed to leave the work premises during their meal periods when they had a chance to  
3 take them. Accordingly, Defendant's policy and practice was to not provide meal periods to  
4 Plaintiff and Class Members in compliance with California law.

5 37. Based on information and belief, despite Defendant's failure to provide lawful  
6 meal periods, Defendant implemented a policy and/or practice of rounding the start and end times  
7 of Plaintiff's and Class Members' meal periods and/or automatically deducting at least thirty  
8 minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or  
9 constructive knowledge that Plaintiff and Class Members did not receive lawful meal periods.

10 38. Moreover, based on information and belief, Defendant failed to keep accurate  
11 records of the true start and end times of Plaintiff's and Class Members' meal periods. Based on  
12 information and belief, to the extent meal period were recorded, Defendant illegally rounded the  
13 start and end times of purported meal periods resulting in Plaintiff and Class Members not being  
14 paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN*  
15 *Services, LLC* (2021) 11 Cal.5th 58.

16 39. Additionally, Defendant was obligated to provide Plaintiff and Class Members  
17 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each  
18 day. Defendant, however, wrongfully failed to authorize and permit Plaintiff and Class Members  
19 to take timely and duty-free rest periods. Defendant regularly required Plaintiff and Class  
20 Members to work in excess of four consecutive hours a day without Defendant authorizing and  
21 permitting them to take a ten-minute, continuous and uninterrupted, rest period for every four  
22 hours of work (or major fraction of four hours), or without compensating Plaintiff and Class  
23 Members for rest periods that were not authorized or permitted. Defendant did not have adequate  
24 policies or practices permitting or authorizing rest periods for Plaintiff and Class Members, nor  
25 did Defendant have adequate policies or practices regarding the timing of rest periods. On  
26 information and belief, Plaintiff and Class Members would regularly miss their rest periods and  
27 were not allowed to leave premises during their rest periods when they had a chance to take  
28 them.

1           40.     California Labor Code Section 2802 requires employers to reimburse employees  
2 for their necessary expenditures and losses incurred in direct consequence of the discharge of  
3 their duties or of their obedience to directions of the employer.

4           41.     During the Class Period, Defendant wrongfully required Plaintiff and Class  
5 Members to pay expenses that they incurred in direct discharge of their duties for Defendant  
6 without reimbursement. On information and belief, while Defendant started reimbursing portion  
7 of the personal cell phones to Plaintiff and Class Members during the portion of the statutory  
8 period, Defendant failed to reimburse Plaintiff and Class Members for the reasonable portion of  
9 their personal cell phone bills during the entire statutory period as Plaintiff and Class Members  
10 were required to use their personal cell phones for an application to record their time and to send  
11 and respond to work-related messages using their personal cell phones.

12           42.     Defendant continues to employ non-exempt, hourly-paid employees within  
13 California.

14           43.     Plaintiff and Class Members primarily performed non-exempt work, often in  
15 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),  
16 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime  
17 compensation at the rate of one and a half times their regular rate of pay and, when applicable,  
18 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or  
19 statutes.

20           44.     During the Class Period, Defendant required Plaintiff and Class Members to work  
21 regular hours, off the clock hours, and overtime hours without lawful compensation in violation  
22 of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed  
23 and refused, and continue to fail and refuse to pay compensation for all hours worked, including  
24 lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and  
25 refused, and continue to fail and refuse to pay due and owing wages promptly upon termination  
26 of employment to Plaintiff and affected Class Members.

27           45.     Class Members who ended their employment with Defendant during the Class  
28 Period but were not paid the above due compensation for all hours worked timely upon the

1 termination of their employment as required by Labor Code Sections 201, 202, and 203 are  
2 entitled to penalties as provided by Labor Code Section 203. These unpaid wages include wages  
3 for unpaid work time, missed meal periods, and missed rest periods. Accordingly, Plaintiff and  
4 Class Members are entitled to recover from Defendant their additionally accruing wages for each  
5 day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to  
6 Labor Code Section 203.

7 46. During the Class Period, on information and belief, Defendant intentionally and  
8 willfully failed to provide to furnish Plaintiff and Class Members with accurate, itemized wage  
9 statements showing all correct hours worked, correct wages earned for hours worked, correct  
10 overtime hours worked, correct wages for meal periods that were not provided in accordance  
11 with California law, correct wages for rest periods that were not authorized and permitted to  
12 take in accordance with California law. As a result of these violations of California Labor  
13 Code Section 226(a), Plaintiff and Class Members are owed the amounts provided for in  
14 California Labor Code Section 226(e), including actual damages.

15 47. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in  
16 California for the same employer for 30 or more days within a year from the commencement of  
17 employment is entitled to paid sick days.

18 48. Labor Code Section 246 (i) requires employers to provide an employee with  
19 written notice that sets forth the amount of paid sick leave available.

20 49. During the Class Period, Defendant improperly calculated the sick leave accrual  
21 and the sick leave rate of pay owed to Plaintiff and Class Members by failing to base the accrued  
22 sick leave hours on the correct number of hours worked (as a result of the rounding policies and  
23 practices for meal periods and/or shift start and end times/other required off-the-clock work  
24 including but not limited to work completed during unpaid meal periods).

25 50. Based on information and belief, Defendant further failed to provide notice of the  
26 accurate sick leave amount balance available to Plaintiff and Class Members on their wage  
27 statements or other written statements.  
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51. In violation of Labor Code Section 247.5 Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and Class Members, permitting the presumption that Plaintiff and Class Members were entitled to the maximum number of hours accruable under this article.

52. Defendant unlawfully retained and continues to retain correct paid sick leave that should have been paid but was not, as a result of Defendant's failure to pay accurate amount of sick leave. Accordingly, Plaintiff and Class Members are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code Sections 233 and 234, which incorporates the paid sick leave requirements.

53. Labor Code Sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including Sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of Sections 1198 and 1199, which subject Defendant to civil penalties under Labor Code Section 1197.1.

## CLASS ALLEGATIONS

54. Plaintiff brings this action on behalf of herself and all other similarly situated persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed of and defined as follows:

(a) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite minimum, regular time rate, overtime rate and/or double-time rate, sick pay;

- 1 (b) All persons who are employed or have been employed by Defendant in the  
2 State of California, and who, within the four (4) years of the filing of this  
3 Complaint to the present, have worked as non-exempt employees and have not  
4 been provided a meal period for shifts in excess of five (5) hours within the  
5 first five (5) hours such shifts, and were not provided one (1) hour's pay for  
6 each day during which a lawful meal period was not provided;
- 7 (c) All persons who are employed or have been employed by Defendant in the  
8 State of California, and who, within the four (4) years of the filing of this  
9 Complaint to the present, have worked as non-exempt employees and have not  
10 been provided a rest period for every four (4) hours, or major fraction thereof,  
11 worked per day, and were not provided compensation of one (1) hour's pay for  
12 each day on which such rest period(s) was not provided;
- 13 (d) All persons who are employed or have been employed by Defendant in the  
14 State of California, and who, within the four (4) years of the filing of this  
15 Complaint to the present, have worked as non-exempt employees and have not  
16 been reimbursed expenditures in discharge of their duties;
- 17 (e) All persons who are employed or have been employed by Defendant in the  
18 State of California, and who, within the three (3) years of the filing of this  
19 Complaint to the present, have worked as non-exempt employees and have  
20 been terminated or resigned, and have not been paid wages pursuant to Labor  
21 Code Section 203 and are owed restitution and waiting time penalties for  
22 unpaid wages;
- 23 (f) All persons who are employed or have been employed by Defendant in the  
24 State of California, and who, within the one (1) year of the filing of this  
25 Complaint to the present have worked as non-exempt employees and were not  
26 provided an accurate payroll record or wage statement as required under Labor  
27 Code Sections 226 and 1174;
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(g) All persons who are employed or have been employed by Defendant in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were subjected to unlawful and unfair business practices within the meaning of California's Unfair Competition Law and who suffered injury, including lost money, as a result of Defendant's unlawful and unfair business practices.

55. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

56. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

57. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure Section 382 because:

- (a) The questions of law and fact common to Class predominate over any question affecting only individual class members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class members;
- (c) Class is so numerous that it is impractical to bring all members of the Class before the Court;
- (d) Plaintiff and Class Members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties and in obtaining adequate compensation for the damages and injuries which Defendant's actions have inflicted upon Class;

- 1 (f) There is a community of interest in ensuring that the combined assets and  
2 available insurance of the Defendant are sufficient to adequately  
3 compensate Class Members for the injuries sustained;
- 4 (g) Without class certification, the prosecution of separate actions by  
5 individual members of the Class would create a risk of:
- 6 (1) Inconsistent or varying adjudications with respect to individual  
7 members of the Class which would establish an incompatible  
8 standard of conduct for Defendant; and/or
- 9 (2) Adjudications with respect to the individual members which  
10 would, as a practical matter, be dispositive of the interests of other  
11 members not parties to the adjudications, or would substantially  
12 impair or impede their ability to protect their interests, including  
13 but not limited to the potential for exhausting the funds available  
14 from those parties who are, or may be, responsible Defendant; and
- 15 (h) Defendant has acted or refused to act on grounds generally applicable to  
16 Class, thereby making final injunctive relief appropriate with respect to  
17 Class as a whole.

18 58. There is a well-defined community of interest in the litigation and Class is  
19 readily ascertainable:

- 20 (a) Numerosity: The members of Class (and each subclass, if any) are so  
21 numerous that joinder of all members would be unfeasible and impractical.  
22 The membership of the entire Class is unknown to Plaintiff at this time,  
23 however, the Class is estimated to be greater than 100 individuals and the  
24 identity of such membership is readily ascertainable by inspection of  
25 Defendant' records.
- 26 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the  
27 interests of each Class Member with whom there is a shared, well-defined  
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community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1. The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
2. The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
3. The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and
4. The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights

1 out of fear of direct or indirect retaliation. Former employees are also  
2 fearful of bringing actions because they believe their former employers  
3 might damage their future endeavors through negative references and/or  
4 other means. Class actions provide the class members who are not named in  
5 the complaint with a type of anonymity that allows for the vindication of  
6 their rights at the same time as their privacy is protected.

7 59. Plaintiff contemplates the eventual issuance of notice to the proposed members of  
8 the Class that would set forth the subject and nature of the instant action. Defendant's own  
9 business records may be utilized for assistance in the preparation and issuance of the  
10 contemplated notices. To the extent that any further notices may be required, Plaintiff would  
11 contemplate the use of additional techniques and forms commonly used in class actions, such as  
12 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by  
13 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

14 **FIRST CAUSE OF ACTION**

15 **Failure to Pay All Wages, Accurate Sick Pay for All Hours Worked**  
16 **(Against Defendant, DOES 1 through 50, and each of them)**

17 60. Plaintiff and Class Members re-allege and incorporate by reference all preceding  
18 paragraphs of this complaint as though fully set forth herein.

19 61. Labor Code Section 510, subdivision (a) states in pertinent part: "Any work in  
20 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...  
21 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for  
22 any employee."

23 62. Labor Code Section 1194, subdivision (a) states: "Notwithstanding any agreement  
24 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
25 overtime compensation applicable to the employee is entitled to recover in a civil action the  
26 unpaid balance of the full amount of this minimum wage or overtime compensation, including  
27 interest thereon, reasonable attorney's fees, and costs of suit."  
28

63. Further, pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

64. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

65. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and Class Members for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

66. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during Class period, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked.

67. Plaintiff and Class Members were required to work overtime in excess of eight (8) hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper overtime rate of pay.

1           68. During the Class Period, Defendant maintained a policy and practice of failing to  
2 pay Plaintiff and Class Members for all hours worked. During the Class Period, Defendant  
3 maintained a policy and practice of requiring Plaintiff and Class Members to perform work  
4 “off-the-clock”. Plaintiff and Class Members were also regularly required to work off-the-  
5 clock, uncompensated, as they were required to arrive earlier than their shift start time to  
6 perform pre-shift activities like loading materials to work vehicle and post- shift activities by  
7 unloading materials from the work vehicle after clocking out at the end of their shifts. This  
8 time spent under the control of Defendant was uncompensated. Plaintiff and Class Members  
9 were also regularly required to work off-the-clock, uncompensated, to send and respond to  
10 work-related messages regarding the jobsite locations and tasks on their personal cell phones  
11 after their scheduled shifts.

12           69. Defendant’s pattern, practice and uniform administration of corporate policy  
13 regarding illegal employee compensation as described herein is unlawful and creates an  
14 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the  
15 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the  
16 appropriate rate.

17           70. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under  
18 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members  
19 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours  
20 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully  
21 unpaid and interest thereon.

22           71. Labor Code Section 246 (a) an employee who, on or after July 1, 2015, works in  
23 California for the same employer for 30 or more days within a year from the commencement of  
24 employment is entitled to paid sick days.

25           72. Labor Code Section 246 (i) requires employers to provide an employee with  
26 written notice that sets forth the amount of paid sick leave available.  
27  
28

1           73. During the Class Period, Defendant improperly calculated the sick leave accrual  
2           and the sick leave rate of pay owed to Plaintiff and Class Members by failing to  
3           base the accrued sick leave hours on the correct number of hours worked (as a  
4           result of the rounding policies and practices for meal periods and/or shift start and  
5           end times/other required off-the-clock work including but not limited to work  
6           completed during unpaid meal periods).

7           74. Based on information and belief, Defendant further failed to provide notice of the  
8           accurate sick leave amount balance available to Plaintiff and Class Members on their wage  
9           statements or other written statements.

10          75. In violation of Labor Code Section 247.5 Defendant failed to maintain accurate  
11          records documenting the hours worked and paid sick days accrued and used by Plaintiff and Class  
12          Members, permitting the presumption that Plaintiff and Class Members were entitled to the  
13          maximum number of hours accruable under this article.

14          76. Defendant unlawfully retained and continues to retain correct paid sick leave that  
15          should have been paid but was not, as a result of Defendant's failure to pay accurate amount of  
16          sick leave. Accordingly, Plaintiff and Class Members are entitled to injunctive relief, attorney's  
17          fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief  
18          pursuant to the aforementioned code provisions, including but not limited to Labor Code Sections  
19          233 and 234, which incorporates the paid sick leave requirements.

20          77. That calculation of individual damages for Class Members may at some point be  
21          required does not foreclose the possibility of taking common evidence on questions regarding  
22          their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*  
23          *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)  
24          30 Cal.3d 256).

25          78. As a result, Defendant is liable to Plaintiff and Class Members for the civil  
26          penalties provided for in Labor Code Sections 210, 558, 1197.1 for failing to pay for all hours  
27          worked, including overtime. This conduct also results in violations of Labor Code sections  
28          218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These

1 violations subject Defendant to civil penalties under Labor Code Sections 558, 558.1, 218.5 and  
2 all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and  
3 Wage Order provision results in a separate civil penalty, for each Class Member, for each pay  
4 period during which the referenced statutes and Wage Order provisions were violated.

5 79. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287,  
6 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

7 80. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that  
8 the Court award reasonable attorneys' fees and costs incurred by them in this action.

9 **SECOND CAUSE OF ACTION**

10 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

11 **(Against Defendant, DOES 1 through 50, and each of them)**

12 81. Plaintiff and Class Members re-allege and incorporate by reference all preceding  
13 paragraphs of this complaint as though fully set forth herein.

14 82. Labor Code Sections 226.7 and 512 provide that no employer shall employ any  
15 person for a work period of more than five (5) hours without providing a meal period of not less  
16 than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work  
17 period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30)  
18 minutes.

19 83. Labor Code Section 226.7 provides that if an employer fails to provide an  
20 employee a meal period in accordance with this Section, the employer shall pay the employee one  
21 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal  
22 period is not provided in accordance with this Section.

23 84. Defendant failed to provide Plaintiff and Class Members complaint meal periods.  
24 In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiff and Class  
25 Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

26 85. At all times relevant hereto, Plaintiff and Class have worked more than five (5)  
27 hours in a workday.  
28

1           86. By virtue of Defendant's failure to provide a timely and/or work free meal period  
2 to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to  
3 suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional  
4 limits of this Court and which will be ascertained according to proof at trial.

5           87. Plaintiff, individually and on behalf of Class Members, requests recovery of meal  
6 period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing  
7 this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as  
8 provided by the Labor Code and/or other statutes.

9           88. Plaintiff and Class Members are thus entitled to be paid one hour of additional  
10 wages for each workday he or she was not provided with all required meal period(s).  
11 Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages  
12 to which they were entitled for meal periods and that were not provided. As a result, Defendant  
13 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code  
14 sections 210, 558 for failing to provide meal periods and pay meal period premium wages. The  
15 aforementioned conduct also results in violations of Labor Code sections 226.7, 512, and 1198-  
16 1199, and all applicable IWC Wage Orders, section 11(A) and (C) along with all applicable  
17 IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code  
18 sections 558.1, 558 and all applicable IWC Wage Orders, section 20. Each violation of each  
19 Labor Code section and Wage Order provision results in a separate civil penalty, for each Class  
20 Member for each pay period during which the referenced statutes and Wage Order provisions  
21 were violated. Defendant's failure to provide valid meal periods, and the automatic deduction  
22 for meal periods that were not provided/valid, ultimately results in further violations, such as  
23 violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations  
24 discussed below.

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1 **THIRD CAUSE OF ACTION**

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

3 **(Against Defendant, DOES 1 through 50, and each of them)**

4 89. Plaintiff and Class Members re-allege and incorporate by reference all preceding  
5 paragraphs of this complaint as though fully set forth herein.

6 90. The IWC Wage Orders and Labor Code Section 226.7 provides that employers  
7 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest  
8 time per four (4) work hours or major fraction thereof.

9 91. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to  
10 provide an employee rest period in accordance with this Section, the employer shall pay the  
11 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
12 that the rest period is not provided.

13 92. Defendant failed and/or refused to implement a policy by which Plaintiff and Class  
14 Members could receive rest periods and/or work free rest periods. By and through its actions,  
15 Defendant intentionally and improperly denied rest periods to Plaintiff and Class Members in  
16 violation of Labor Code Sections 226.7 and 512.

17 93. At all times relevant hereto, Plaintiff and Class have worked more than four (4)  
18 hours in a workday.

19 94. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff  
20 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,  
21 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of  
22 this Court and which will be ascertained according to proof at trial.

23 95. Plaintiff, individually and on behalf of employees similarly situated, requests  
24 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years  
25 prior to filing this Complaint, as well as the assessment of any statutory penalties against  
26 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

27 96. Plaintiff and Class Members are thus entitled to be paid one hour of additional  
28 wages for each workday he or she was not authorized and permitted to take all required rest

period(s). Defendant, however, regularly failed to pay Plaintiff and Class Members the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take. As a result, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Sections 210, 558 for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code sections 226.7, and 1198-1199, and all applicable IWC Wage Orders, Section 12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, Section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each Class Member for each pay period during which the referenced statutes and Wage Order provisions were violated

#### **FOURTH CAUSE OF ACTION**

##### **Failure to Provide Accurate Itemized Wage Statements**

##### **(Against Defendant, DOES 1 through 50, and each of them)**

97. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

98. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central location in California, or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily by, and the wages paid to, each employee.

99. Labor Code Section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in

1 effect during the pay period and corresponding number of hours worked at  
2 each hourly rate by the employee . . . .

3 100. Moreover, the IWC Wage Orders require that every employer shall keep accurate  
4 information with respect to each employee, including time records showing when each employee  
5 begins and ends each work period, when each employee takes a meal period, the total daily hours  
6 worked by each employee and the total hours worked in each payroll period, and applicable rates  
7 of pay.

8 101. Plaintiff is informed and believes that Defendant willfully and intentionally failed  
9 to make and/or keep records which accurately reflect the total hours worked by Plaintiff and  
10 Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect when  
11 Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods  
12 or worked for hours not paid.

13 102. Labor Code Section 226, subdivision (e) provides that if an employer knowingly  
14 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,  
15 the total hours worked by the employee, causing the employee injury, then the employee is  
16 entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial  
17 violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand  
18 dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or  
19 keep accurate records for Plaintiff and Class.

20 103. Defendant knew or should have known that Plaintiff and Class members were  
21 entitled to receive accurate wage statements, which would include meal break premiums, and/or  
22 rest break premiums, as required by Labor Code Section 226. As a result of Defendant violating  
23 Labor Code Section 226, Plaintiff and Class Members suffered injury and damage to their  
24 statutorily protected rights. Accordingly, Plaintiff and Class Members are entitled to recover  
25 from Defendant the greater of their actual damages caused by Defendant's failure to comply with  
26 Labor Code Section 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.  
27 Moreover, Defendant is liable to Plaintiff and Class Members for the civil penalties provided for  
28 in Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

1           104. Plaintiff seeks penalties under Labor Code Section 1174(d). Pursuant to Labor  
2 Code Section 1174.5, any person, including any entity, employing labor who willfully fails to  
3 maintain accurate and complete records required by Labor Code Section 1174 is subject to a  
4 penalty under Section 1174.5. Pursuant to the applicable IWC Order section 7(A)(3), every  
5 employer shall keep time records showing when the employee begins and ends each work period.  
6 Meal periods and total hours worked daily shall also be recorded. Defendant, however, failed to  
7 maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and  
8 Class Members.

9           105. Defendant's failure to provide and maintain records required by the Labor Code  
10 IWC Wage Orders deprived Plaintiff and Class Members the ability to know, understand and  
11 question the accuracy and frequency of meal periods, and the accuracy of their hours worked  
12 stated in Defendant's records. Therefore, Plaintiff and Class Members had no way to dispute the  
13 resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to  
14 Defendant. As a direct result, Plaintiff and Class Members have suffered and continue to suffer,  
15 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and  
16 expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under  
17 state law, all to their respective damage in amounts according to proof at trial. As a result of  
18 Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders,  
19 Plaintiff and Class Members have also suffered an injury in that they were prevented from  
20 knowing, understanding, and disputing the wage payments paid to them. As a result, Defendant  
21 is liable to Plaintiff and Class Members for the civil penalties provided for in Labor Code Section  
22 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's  
23 failure to keep accurate and complete payroll records for Plaintiff and Class Members violates  
24 Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These  
25 violations subject Defendant to civil penalties under Labor Code Sections 558.1, 226.6, 1174.5.  
26 Each violation of each Labor Code section and Wage Order provision, for each Class Member,  
27 results in a separate civil penalty.

28           106. Plaintiff is informed and believes that Defendant's failure to keep and maintain

1 accurate records and information, as described above, was willful, and Plaintiff and Class are  
2 entitled to statutory penalties pursuant to Labor Code Section 1174.5.

3 **FIFTH CAUSE OF ACTION**

4 **Failure to Pay Wages upon Termination of Employment**

5 **(Against Defendant, DOES 1 through 50, and each of them)**

6 107. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs  
7 of this complaint as though fully set forth herein.

8 108. Plaintiff and certain Class Members who ended their employment with Defendant  
9 during the Class Period, were entitled to be promptly paid for all hours worked, including lawful  
10 regular time compensation, overtime compensation, double-time compensation, and other  
11 premiums, as required by Labor Code Sections 201 through 203. They are also entitled to meal  
12 period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

13 109. Plaintiff and Class Members were not compensated for their unlawful and/or  
14 missed meal periods and/or rest periods, and were not paid proper regular time compensation,  
15 overtime compensation or double-time compensation in accordance with law as a result of  
16 Defendant's Labor Code violations.

17 110. To date, Class Members who ended their employment with Defendant during the  
18 Class Period have not been compensated for all hours worked.

19 111. Plaintiff and Class Members seek the payment of penalties pursuant to Labor Code  
20 Section 203, according to proof.

21 112. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code  
22 Section 1194, and prejudgment interest.

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Reimburse for Necessary Business Expenditures**

25 **(Against Defendant, DOES 1 through 50, and each of them)**

26 113. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs  
27 of this complaint as if fully alleged herein.

28 114. California Labor Code §2802, states "An employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence  
2 of the discharge of his or her duties."

3 115. Plaintiff and Class incurred expenses as a direct result of performing their job  
4 duties for Defendant, and Defendant has failed to indemnify Plaintiff and Class for these  
5 employment-related expenses.

6 116. Defendant knowingly, willingly and intentionally attempted to offset the cost of  
7 doing business on the Plaintiff and Class.

8 117. Defendant had a corporate practice and policy of requiring Plaintiff and Class to  
9 shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff and  
10 Class for necessary expenditures.

11 118. Accordingly, Plaintiff and Class are entitled to an award of "necessary  
12 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's  
13 fees and interest.

#### 14 **SEVENTH CAUSE OF ACTION**

##### 15 **Unfair Business Practices**

##### 16 **(Against Defendant, DOES 1 through 50, and each of them)**

17 119. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs  
18 of this complaint as though fully set forth herein.

19 120. Business and Professions Code Section 17200 et seq. (also referred to herein as  
20 the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition  
21 in the form of any unlawful, unfair or fraudulent business act or practice.

22 121. Business and Professions Code Section 17204 allows "a person who has suffered  
23 injury in fact and has lost money or property as a result of the unfair competition" to prosecute a  
24 civil action for violation of the Unfair Competition Law ("UCL").

25 122. Labor Code Section 90.5, subdivision (a) states that it is the public policy of  
26 California to vigorously enforce minimum labor standards in order to ensure employees are not  
27 required to work under substandard and unlawful conditions, and to protect employers who  
28 comply with the law from those who attempt to gain competitive advantage at the expense of their

workers by failing to comply with minimum labor standards.

123. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code Sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802 as well as other statutes.

124. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code Section 17200 et seq.

125. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other similarly situated employees to labor for many consecutive hours without receiving the meal and rest periods and overtime compensation to which they are entitled by law, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

126. As a result of Defendant's acts, Plaintiff and Class Members have suffered injury in fact in being denied their statutorily entitled meal and rest periods and full compensation for hours worked.

127. As a direct and proximate result of the aforementioned acts and practices, Plaintiff and Class have suffered lost wages in an amount to be proven at trial.

128. Business and Professions Code Section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts and business practices alleged above.

129. Business and Professions Code Section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such

1 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and  
2 Professions Code Section 17203 for all wages and payments unlawfully withheld from  
3 employees, including the fair value of the meal and rest periods taken away from them during the  
4 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred  
5 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her  
6 obedience to the directions of the employer.

7 130. Business and Professions Code Section 17202 provides, “Notwithstanding Section  
8 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
9 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce  
10 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code  
11 Section 17202.

12 131. Plaintiff’s success in this action will enforce important rights affecting public  
13 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and  
14 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil  
15 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

16 132. Plaintiff herein takes upon herself enforcement of these laws and lawful claims.  
17 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a  
18 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to  
19 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to  
20 Code of Civil Procedure Section 1021.5 and otherwise.

## 21 **EIGHTH CAUSE OF ACTION**

22 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***

23 **(Against Defendants, DOES 1 through 50, and each of them)**

24 133. Plaintiff re-alleges and incorporates by reference all preceding paragraphs in this  
25 complaint, as if fully alleged herein.

26 134. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney  
27 General Act of 2004 (“PAGA.”) (Labor Code sections 2698 *et seq.*)

28 135. PAGA permits an “aggrieved employee” to recover penalties on behalf of

1 himself/herself and other employees subject to violations of the Labor Code, including violations  
2 of sections 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1,  
3 1198, 1199, 2802, as well as the applicable Wage Order.

4 136. Plaintiff is informed and believes Defendants at all relevant times employed one  
5 or more employees.

6 137. For those code sections that provide for the recovery of civil penalties, Plaintiff  
7 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor  
8 Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one  
9 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation  
10 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each  
11 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

12 138. Section 2699, subdivision (a) provides that civil penalties may be “recovered  
13 through a civil action brought by an aggrieved employee on behalf of himself or herself and other  
14 current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),  
15 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an  
16 award of reasonable attorneys’ fees and costs.

17 139. The State of California, Plaintiff and aggrieved employees are, therefore, entitled  
18 to civil penalties, attorneys’ fees and costs, according to proof.

19  
20 **PRAYER FOR RELIEF**

21 Plaintiff, individually, and on behalf of all others similarly situated only with respect to  
22 the class claims, prays for relief and judgment against Defendant as follows:

23 **Class Certification**

- 24 1. That this action be certified as a class action with respect to the First, Second,  
25 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;  
26 2. That Plaintiff be appointed as the representative of the Class; and  
27 3. That counsel for Plaintiff be appointed as Class Counsel.  
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5. For general unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

10. That the Court declare, adjudge and decree that Defendant violated California Labor Code Sections 226.7 and 512, and the IWC Wage Orders;
11. For unpaid meal period premium wages as may be appropriate;
12. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and
14. For such other and further relief as the Court may deem equitable and appropriate.

15. That the Court declare, adjudge and decree that Defendant violated California Labor Code Sections 226.7 and 512, and the IWC Wage Orders;

16. For unpaid rest period premium wages as may be appropriate;

1           17. For pre-judgment interest on any unpaid compensation commencing from the  
2 date such amounts were due;

3           18. For reasonable attorneys' fees under California Code of Civil Procedure §  
4 1021.5, and for costs of suit incurred herein; and

5           19. For such other and further relief as the Court may deem equitable and  
6 appropriate.

7                           As to the Fourth Cause of Action

8           20. That the Court declare, adjudge and decree that Defendant violated the record  
9 keeping provisions of California Labor Code Section 226(a) and applicable IWC Wage  
10 Orders, and willfully failed to provide accurate itemized wage statements thereto;

11           21. For penalties and actual damages pursuant to California Labor Code § 226(e);

12           22. For injunctive relief to ensure compliance with this Section, pursuant to  
13 California Labor Code Section 226(h);

14           23. For reasonable attorneys' fees and for costs of suit incurred herein; and

15           24. For such other and further relief as the Court may deem equitable and  
16 appropriate.

17                           As to the Fifth Cause of Action

18           25. That the Court declare, adjudge and decree that Defendant violated California  
19 Labor Code Sections 201, 202, 203 by willfully failing to pay all compensation owed at the  
20 time of termination of the employment;

21           26. For statutory wage penalties pursuant to California Labor Code § 203 for former  
22 employees who have left Defendant's employ;

23           27. For pre-judgment interest on any unpaid wages from the date such amounts were  
24 due;

25           28. For reasonable attorneys' fees and for costs of suit incurred herein; and  
26  
27  
28

1           29. For such other and further relief as the Court may deem equitable and  
2 appropriate.

3                           As to the Sixth Cause of Action

4           30. That the Court declare, adjudge and decree that Defendant violated Labor Code  
5 Section 2802 and the IWC Wage Orders;

6           31. For general unpaid wages and reimbursement of business expenses as may be  
7 appropriate;

8           32. For pre-judgment interest on any unpaid compensation commencing from the  
9 date such amounts were due;

10          33. For reasonable attorneys' fees and for costs of suit incurred herein; and

11          34. For such other and further relief as the Court may deem equitable and  
12 appropriate.  
13

14                           As to the Seventh Cause of Action

15          35. That the Court declare, adjudge and decree that Defendant violated California  
16 Business & Professions Code Section 17200, *et seq.* by failing to pay wages for all hours  
17 worked, failing to provide meal periods, failing to maintain accurate records of meal  
18 periods, failing to authorize and permit rest periods, and failing to maintain accurate records  
19 of all hours worked and meal periods, failing to furnish accurate wage statements, and  
20 failing to indemnify necessary business expenses;

21          36. For restitution of unpaid wages to Plaintiff and all Class Members and  
22 prejudgment interest from the day such amounts were due and payable;

23          37. For the appointment of a receiver to receive, manage and distribute any and all  
24 funds disgorged from Defendant and determined to have been wrongfully acquired by  
25 Defendant as a result of violations of California Business & Professions Code §§ 17200 *et*  
26 *seq.*;  
27  
28

1 38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
2 California Code of Civil Procedure Section 1021.5;

3 39. For injunctive relief to ensure compliance with this Section, pursuant to  
4 California Business & Professions Code Sections 17200, *et seq.*; and,

5 40. For such other and further relief as the Court may deem equitable and  
6 appropriate.

7 As to the Eighth Cause of Action

8 41. That the Court declare, adjudge and decree that Defendants violated the  
9 California Labor Code by failing to pay wages for all hours worked and paid sick leave, failing  
10 to provide meal periods, failing to maintain accurate records of meal periods, failing to  
11 authorize and permit rest periods, failing to maintain accurate records of all hours worked and  
12 meal periods, failing to indemnify necessary business expenses, failing to pay final wages at  
13 termination, and failing to furnish accurate wage statements;

14 42. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all  
15 other applicable Labor Code provisions;

16 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
17 California Labor Code § 2699;

18 44. For such other and further relief as the Court may deem equitable and  
19 appropriate.  
20

21 As to all Causes of Action

22 45. For any additional relief that the Court deems just and proper.

23 Dated: April 6, 2026

**TUNYAN LAW, APC**

24   
25

26 Lilit Tunyan

Artur Tunyan

27 Attorneys for Plaintiff ROBERT FRIAS VARGAS,  
28 as an individual and on behalf of all  
employees similarly situated

# **Exhibit “A”**



535 N. Brand Blvd., Suite 285  
Glendale, CA 91203  
Tel: (323) 410-5050  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)

January 29, 2026

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA CERTIFIED MAIL**

**Return Receipt Requested**

Stephen F Danna  
Agent for Service of Process for  
Danna Farms Inc.  
1001 Feather River Blvd  
Plumas Lake, CA 95961

**VIA CERTIFIED MAIL**

**Return Receipt Requested**

Danna Farms Inc.  
1001 Feather River Blvd  
Plumas Lake, CA 95961

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

Re: *Vargas v. Danna Farms Inc.*

To Whom It May Concern:

Please be advised that my office has been retained by Robert Frias Vargas (“Plaintiff”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Danna Farms Inc. (“Defendant”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt

employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendant**

Defendant owns and operates an industry, business, and establishment within the State of California. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a laborer from approximately March 2019 to October 10, 2025, primarily in Yuba County. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week, and over 8 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

### **Individual Liability Under Labor Code § 558.1**

Labor Code § 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code §§ 203, 226, 226.7, 1194, and 2802. Defendant, at all relevant times, was an employer or person acting on behalf of employer(s) who violated Plaintiff's and the Aggrieved Employees' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "a natural person who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, any above-listed individuals meet the criteria of managing agents under California Law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code §§ 203, 226, 226.7, and 1194 as further described in detail below.

Plaintiff intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. Plaintiff will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. Plaintiff asks and demands that Defendant put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, Plaintiff also offers

to Defendant to place those individuals on notice if Defendant voluntarily provides their contact information.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §1194, subdivision (a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit. Further, pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

Labor Code § 1197 provides the California requirement that employees must be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Furthermore, "in any action under Labor Code §§ 98, 1193 .6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon ... " See California Labor Code § 1194.2.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Throughout the statutory time period, Plaintiff and the Aggrieved Employees were regularly required to work off-the-clock, uncompensated, as they were required to arrive earlier than their shift start time to perform pre-shift activities like loading materials to work vehicle and post- shift activities by unloading materials from the work vehicle after clocking out at the end of their shifts. This time spent under the control of Defendant was uncompensated.

Throughout the statutory time period, Plaintiff and the Aggrieved Employees were also regularly required to work off-the-clock, uncompensated, to send and respond to work-related messages regarding the jobsite locations and tasks on their personal cell phones after their scheduled shifts.

Defendant's automatic deduction and time rounding policies and practices for meal periods, off-the clock/unpaid work completed during meal periods and/or time spent restricted to Defendant's premises and/or subject to Defendant's control during off-the-clock meal periods (described above), and/or other off-the-clock work resulted in the failure to account for all hours worked and thus the denial of all wages owed to Plaintiff and the Aggrieved Employees who worked more than eight (8) hours in a day or more than forty (40) hours in a week.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime. This conduct also results in violations of Labor Code §§ 218.5, 510, 558.1, 1198-1199, and all applicable IWC Wage Orders, section 12(A). These violations subject Defendant to civil penalties under Labor Code §§ 558, 558.1, 218.5, and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code Section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.

### **Failure to Provide Compliant Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would regularly miss their meal periods.

Most importantly, based on information and belief, Defendant did not instruct and allow Plaintiff and the Aggrieved Employees to record their meal periods. Based on information and belief, even if the meal periods were automatically deducted, they did not reflect the actual meal period time.

Additionally, based on information and belief, Plaintiff and the Aggrieved Employees were now allowed to leave the work premises during their meal periods if they had a chance to take them. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Based on information and belief, despite Defendant's failure to provide lawful meal periods, Defendant implemented a policy and/or practice of rounding the start and end times of Plaintiff's and the Aggrieved Employees' meal periods and/or automatically deducting at least thirty minutes per shift for missed and/or otherwise unlawful meal periods, despite having actual and/or constructive knowledge that Plaintiff and the Aggrieved Employees did not receive lawful meal periods.

Moreover, based on information and belief, Defendant failed to keep accurate records of the true start and end times of Plaintiff's and the Aggrieved Employees' meal periods. Based on information and belief, to the extent meal period were recorded, Defendant illegally rounded the start and end times of purported meal periods resulting in Plaintiff and the Aggrieved Employees not being paid for all time worked as well as late and/or shortened meal periods. See *Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, 512, and 1198- 1199, and all applicable IWC Wage Orders, section 1 l(A) and (C) along with all applicable IWC Wage Orders. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated. Defendant's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violations of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted.

On information and belief, Plaintiff and the Aggrieved Employees would regularly miss their rest periods and were not allowed to leave premises during their rest periods when they had a chance to take them. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages. The aforementioned conduct also results in violations of Labor Code §§ 226.7, and 1198-1199, and all applicable IWC Wage Orders, §12(A). These violations subject Defendant to civil penalties under Labor Code sections 558, 2699, and all applicable IWC Wage Orders, § 20. Each violation of each Labor Code section and Wage Order provision results in a separate civil penalty, for each non-exempt aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated

#### **Failure to Maintain Accurate Records of Hours Worked**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees. On information and belief, Plaintiff and the Aggrieved Employees have never been required or instructed to record their meal periods.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods. Defendant's failure to keep accurate and complete payroll records for Plaintiff and non-exempt aggrieved employees violates Labor Code sections 1174, 1198, 1199, and all applicable IWC Wage Orders, section 7. These violations subject Defendant to civil penalties under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each non-exempt aggrieved employee, results in a separate civil penalty.

### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. On information and belief, while Defendant started reimbursing portion of the personal cell phones to Plaintiff and the Aggrieved Employees during the portion of the statutory period, Defendant failed to reimburse Plaintiff and the Aggrieved Employees for the reasonable portion of their personal cell phone bills during the entire statutory period as Plaintiff and the Aggrieved Employees were required to use their personal cell phones for an application to record their time and to send and respond to work-related messages using their personal cell phones.

Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant have failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

### **Failure to Timely Pay All Wages at Termination**

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 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant' employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

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

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

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

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all

deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

On information and belief, Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages and sick pay earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant’s failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and

10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Provide Accurate Paid Sick Leave and Written Notice of Accurate Paid Sick Leave (Violations of Labor Code §§ 245-248.5)**

Pursuant to Labor Code § 246 (a) an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code § 246 (i) requires employers to provide an employee with written notice that sets forth the amount of paid sick leave available.

Throughout the relevant time period, Defendant improperly calculated the sick leave accrual and the sick leave rate of pay owed to Plaintiff and the Aggrieved Employees by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding policies and practices for meal periods and/or shift start and end times/other required off-the-clock work including but not limited to work completed during unpaid meal periods).

Based on information and belief, Defendant further failed to provide notice of the accurate sick leave amount balance available to Plaintiff and the Aggrieved Employees on their wage statements or other written statements.

In violation of Labor Code § 247.5 Defendant failed to maintain accurate records documenting the hours worked and paid sick days accrued and used by Plaintiff and the Aggrieved Employees, permitting the presumption that Plaintiff and the Aggrieved Employees were entitled to the maximum number of hours accruable under this article.

On information and belief, Plaintiff alleges that all of these practices were experienced and continue to be experienced by the Aggrieved Employees. Plaintiff requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to Defendant's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. Plaintiff requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code §§ 233 and 234, which incorporates the paid sick leave requirements. Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to provide any information on accrued sick leave.

### **Standard Conditions of Labor Violations**

Together, Labor Code §§ 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including §§ 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, Defendant's violations, including but not limited to, with respect to meal periods, rest periods, recordkeeping provisions, minimum wages and overtime wages, business expenses and other violations described herein result in separate violations of §§ 1198 and 1199, which subject Defendant to civil penalties under Labor Code §§ 1197.1 and 2699.

### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees including but not limited to Labor Code §§ 201-203, 204, 226, 226.7, 245-248.5, 510, 512, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, 1199, 2802, and all applicable Wage Orders.

Defendant has violated the above-referenced California Labor Code provisions, the applicable IWC Wage Order, including but not limited to all applicable Wage Orders, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys' fees, and costs. The civil penalties Plaintiff and The Aggrieved Employees seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 218.5, 225.5, 226, 226.3, 226.6, 233, 234, 558, 558.1, 1174.5, 1197.1, 1198, 1198.5, 1199, 2802, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



**Lilit Tunyan, Esq.**  
**TUNYAN LAW, APC**

**From:** [noreply@salesforce.com](mailto:noreply@salesforce.com) on behalf of [LWDA DO NOT REPLY](#)  
**To:** [ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
**Subject:** Thank you for submission of your PAGA Case.  
**Date:** Thursday, January 29, 2026 1:38:09 PM

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1/29/2026

LWDA Case No. LWDA-CM-1153593-26  
Law Firm : Tunyan Law, APC  
Plaintiff Name : Robert Frias Vargas  
Employer: Danna Farms Inc.  
Filing Fee : \$75.00  
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:  
<https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

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**DANNA FARMS INC.**  
**1001 FEATER RIVER BLVD**  
**PLUMAS LAKE, CA 95861**

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| Product                          | Qty                         | Unit Price | Price          |
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| Olivehurst, CA 95961             |                             |            |                |
| Weight: 0 lb 2.30 oz             |                             |            |                |
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| Mon 02/02/2026                   |                             |            |                |
| Certified Mail®                  |                             |            | \$5.30         |
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| Return Receipt                   |                             |            | \$4.40         |
| Tracking #:                      | 9590 9402 8114 2349 9451 85 |            |                |
| <b>Total</b>                     |                             |            | <b>\$11.87</b> |

**Grand Total:** \$11.87

**Credit Card Remit** \$11.87

Card Name: VISA  
 Account #: XXXXXXXXXXXX0159  
 Approval #: 02030G  
 Transaction #: 476  
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**TUNYAN LAW, APC**

535 N. Brand Blvd. STE 285

Glendale, CA 91203



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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**DANNA FARMS INC.  
1001 FEATER RIVER BLVD  
PLUMAS LAKE, CA 95861**



9590 9402 8114 2349 9451 85

2. Article Number (Transfer from service label)

**9589 0710 5270 2533 8831 64**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

**X** *Dominic Lewis*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Dominic Lewis*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
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- ☐ Certified Mail Restricted Delivery
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Dated: April 6, 2026

Thurs

Artur Tunyan

Attorneys for Plaintiff ROBERT FRIAS VARGAS  
as an individual and on behalf of all  
employees similarly situated

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285,  
Glendale, California 91203.

7 On April 6, 2026, I served the foregoing document described as: On the date indicated below, I  
8 served the document described as: **FIRST AMENDED COMPLAINT** on the interested parties  
9 in this action by sending a true copy thereof to interested parties as follows and as stated on the  
attached service list:

10 Catherine M. Houlihan  
11 [choulihan@theemployerslawfirm.com](mailto:choulihan@theemployerslawfirm.com)  
12 Patrick S. Moody  
13 [pmoody@theemployerslawfirm.com](mailto:pmoody@theemployerslawfirm.com)  
14 [laborlaw@theemployerslawfirm.com](mailto:laborlaw@theemployerslawfirm.com)  
15 **BARSAMIAN & MOODY, PC**  
1141 W Shaw Ave Ste 104  
Fresno, CA 93711  
Telephone: (559) 248-2360  
Facsimile: (559) 248-2370

16 **Attorneys for Defendant DANNA FARMS INC.**

17 [✓] **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,  
18 by e-mail delivery on the parties listed herein at their most recent known e-mail  
address or e-mail of record in this action.

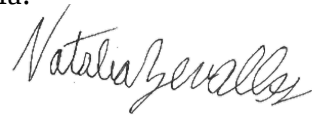
19 [✓] **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept  
20 electronic service, I caused the documents to be sent to the persons at the electronic  
21 service addresses listed above via electronic mail. I did not receive an error message.

22 X I declare under penalty of perjury under the laws of the State of California that the  
23 above is true and correct.

24 Executed on April 6, 2026 at Glendale, California.

25  
26 Natalia Zevallos

27 Name



28 Signature