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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

SEP 25 2023

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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

STANLEY CAJIGAL, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

HOWMET GLOBAL FASTENING
SYSTEMS INC. dba HOWMET GLOBAL
FASTENING SYSTEM, a Delaware
corporation; HOWMET USA CORP., an entity
of unknown form; ALCOA FASTENING
SYSTEMS, an entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2316824

CLASS ACTION

Assigned for All Purposes To:

Hon. David Driscoll

Dept.: 22

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

3. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
4. Meal-Period Liability Under Labor Code §
226.7;
5. Rest-Break Liability Under Labor Code §
226.7;
6. Failure to Pay Vacation Wages;
7. Failure to Comply with Labor Code § 245 *et*
seq. and 246;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code §
17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff STANLEY CAJIGAL, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants HOWMET
8 GLOBAL FASTENING SYSTEMS INC. dba HOWMET GLOBAL FASTENING SYSTEM, a
9 Delaware corporation, HOWMET USA CORP., an entity of unknown form, ALCOA
10 FASTENING SYSTEMS, an entity of unknown form, and DOES 1 through 50 (all defendants
11 being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each
12 of them, violated various provisions of the California Labor Code, relevant orders of the Industrial
13 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress,
14 therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in San Bernardino County, and/or in other nonexempt positions,
19 throughout California and consistently worked at Defendants’ behest without being paid all wages
20 due. More specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
23 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants further failed to accurately record time worked by Plaintiff and the Employee

1 Class members by rounding hours worked to the nearest quarter hour to their detriment.
2 Defendants thus failed to pay Plaintiff and the Class members for all hours worked, and provided
3 them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these
4 unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal
5 and rest periods, as employees were not provided with the opportunity to take timely,
6 uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

7 **THE PARTIES**

8 **A. The Plaintiff**

9 4. Plaintiff STANLEY CAJIGAL has resided in California and during the time period
10 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
11 the State of California.

12 **B. The Defendants**

13 5. Defendant HOWMET GLOBAL FASTENING SYSTEMS INC. dba HOWMET
14 GLOBAL FASTENING SYSTEM (“HGFS”) is a Delaware corporation with its principle
15 executive office in Torrance, California, and has been listed as the employer on the wage
16 statements issued to Plaintiff during the relevant time period. HGFS lists a California address in
17 Torrance, California with the California Secretary of State, and employs Class members in San
18 Bernardino County, including at Defendants’ offices and facilities throughout California and
19 conducts business throughout California.

20 6. Defendant HOWMET USA CORP. is an entity of unknown form with its principle
21 executive offices in Fullerton, California and has been listed as the employer on Plaintiff’s
22 personnel file during the relevant time period. HOWMET USA CORP. does not list a California
23 address with the California Secretary of State, but upon information and belief, employs Plaintiff
24 and the Class members at Defendants’ offices and facilities throughout California and conducts
25 business throughout California and in San Bernardino County.

26 7. Defendant ALCOA FASTENING SYSTEMS is an entity of unknown form with its
27 principle executive offices in Fullerton, California and has been listed as the employer on
28 Plaintiff’s personnel file during the relevant time period. ALCOA FASTENING SYSTEMS does

1 not list a California address with the California Secretary of State, but upon information and
2 belief, employs Plaintiff and the Class members at Defendants' offices and facilities throughout
3 California and conducts business throughout California and in San Bernardino County.

4 8. The true names and capacities, whether individual, corporate, associate, or
5 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
6 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
7 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
8 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
9 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
10 this Complaint to reflect the true names and capacities of the Defendants designated herein as
11 Does 1 through 50 when their identities become known.

12 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
13 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
14 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
15 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
16 all respects as the employers or joint employers of Employees. Defendants, and each of them,
17 exercised control over the wages, hours or working conditions of Employees, or suffered or
18 permitted Employees to work, or engaged, thereby creating a common law employment
19 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
20 employed Employees.

21 **JURISDICTION AND VENUE**

22 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
24 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
25 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
26 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
27 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Bernardino
28 County and Defendants maintain and operate company offices and facilities in San Bernardino

1 County and employ Plaintiff and other Class members in San Bernardino County and/or
2 throughout California.

3 **FACTUAL BACKGROUND**

4 11. The Employees who comprise the Class and Collective, including Plaintiff, are
5 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
6 Employees who work in nonexempt positions at the direction of Defendants in the State of
7 California. Plaintiff and the Class members were either not paid by Defendants for all hours
8 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
9 Plaintiff and Employees were required to work off-the-clock hours by going through lengthy
10 temperature checks each day before clocking in and after returning back from their meal breaks
11 but were never compensated for the time spent undergoing Defendants' temperature checks.
12 Additionally, Employees had to wait in line before clocking in were not compensation for this
13 time. Furthermore, Defendants required the Employee Class members to clock in and out by
14 submitting their hours and also for supervisors to monitor the Employee Class members' time. The
15 timekeeping system thus permitted Defendants to record clock in and clock out times to the real-
16 time minute. However, rather than paying Plaintiff and the Class members for all hours and
17 minutes they actually worked, Defendants followed a uniform policy and practice of rounding all
18 time entries to the nearest quarter hour (i.e., to the nearest 15 minute time increment), and
19 generally did so to the detriment of the Employees, and these unlawfully rounded time entries
20 were inputted into Defendants' payroll system from which wage statements and payroll checks
21 were created. Defendants did so with the ostensible intent of paying Class members only for the
22 hours they were scheduled to work, rather than the hours they were actually under Defendants'
23 control. Plaintiff contends this policy is not neutral and results, over time, to the detriment of the
24 Class members by systematically undercompensating them. Plaintiff also contends that
25 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
26 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
27 various provisions of the California Labor Code and applicable Wage Orders. Additionally,
28 Defendants paid Plaintiff and Employees shift- shift differentials, nondiscretionary commissions,

1 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief,
2 Defendants failed to incorporate all remunerations, including shift differentials, nondiscretionary
3 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
4 rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when
5 Plaintiff and Employees worked overtime and received shift differentials, nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all
7 overtime wages by paying a lower overtime rate than required.

8 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
9 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
10 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
11 belief, Defendants failed to incorporate all remunerations, including shift differentials,
12 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
13 calculation of the regular rate of pay for purposes of calculating sick pay. Therefore, during times
14 when Plaintiff and Employees worked overtime and received shift differentials, nondiscretionary
15 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all sick
16 pay by paying a lower overtime rate than required.

17 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
18 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
19 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
20 belief, Defendants failed to incorporate all remunerations, including shift differentials,
21 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the
22 calculation of the regular rate of pay for purposes of calculating vacation pay. Therefore, during
23 times when Plaintiff and Employees worked overtime and received shift differentials,
24 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
25 to pay all vacation pay by paying a lower overtime rate than required.

26 14. During the course of Plaintiff and the Class members' employment with
27 Defendants, they were not paid all wages they were owed, including for all work performed and
28 for all overtime hours worked and were forced to work during their meal and rest breaks to keep

1 labor budgets low.

2 15. Defendants had also either failed to maintain timekeeping records for Plaintiff that
3 would permit him to discover the nature and extent of Defendants' unlawful rounding or has
4 refused to produce them to Plaintiff in response to him timely request to be provided with them.

5 16. As a matter of uniform Company policy, Plaintiff and the Class members were
6 required to work during their meal and rest breaks which were not compensated by Defendants in
7 violation of the California Labor Code. Plaintiff and the Class members were also not paid
8 regular wages and overtime for the time they were required to comply with other requirements
9 imposed upon them, which they had to complete while working through their meal and rest
10 breaks and without compensation. As a result Plaintiff and the Class members worked shifts over
11 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
12 appropriate overtime rate for all such hours, including by being required to perform work duties
13 and tasks without pay and while off-the-clock and due to Defendants' unlawful rounding which
14 caused overtime to begin accruing before it did in Defendants' timekeeping and payroll systems.
15 As a result, Plaintiff and the Class members worked substantial overtime hours during their
16 employment with Defendants for which they were not compensated, in violation of the California
17 Labor Code, applicable IWC Wage Orders.

18 17. As a result of the above described unlawful rounding, the daily work demands and
19 pressures to work through breaks, and the other wage violations they endured at Defendants'
20 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
21 wages owed to them by Defendants, including when working more than eight (8) hours in any
22 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
23 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
24 which they were not adequately and completely compensated. To the extent applicable,
25 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
26 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
27 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
28 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

1 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants had a consistent policy or practice of failing to pay
3 Employees for all hours worked and failing to pay minimum wage for all time worked as required
4 by California Law.

5 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay
7 Employees overtime compensation at premium overtime rates for all hours worked in excess of
8 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
9 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
10 sections of IWC Wage Orders.

11 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
12 continuing to the present, Defendants have regularly required Employees to work shifts in excess
13 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
14 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
15 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
16 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
17 Defendants failed to provide or deficiently provided.

18 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
19 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
20 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
21 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
22 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
23 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

24 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to provide Employees with timely,
26 accurate, and itemized wage statements as required by California wage-and-hour laws.
27 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
28 correct overtime wages based on proper regular rate calculations that included shift differentials,

nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. Moreover, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees.

23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to provide Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and continuing to the present, Defendants have consistently failed to keep accurate time and wage records as required by California wage-and-hour laws.

25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination of within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code.

CLASS ALLEGATIONS

28. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: all individuals employed by Defendants, at any time within four (4) years of the filing of this

lawsuit, and have been employed by Defendants within the State of California.

29. Further, plaintiff seeks to represent the following Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

1 j. Subclass 10. UCL Subclass. All Class members who are owed restitution as a
2 result of Defendants' business acts and practices, to the extent such acts and practices are found to
3 be unlawful, deceptive, and/or unfair.

4 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
5 modify the class description with greater particularity or further division into subclasses or
6 limitation to particular issues.

7 31. This action has been brought and may properly be maintained as a class action
8 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
9 of interest in litigation and proposed class is easily ascertainable.

10 **A. Numerosity**

11 32. The potential members of the class as defined are so numerous that joinder of all
12 the member of the class is impracticable. While the precise number of class member has not been
13 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
14 time period relevant to this lawsuit, employed more than 100 individuals were employed by
15 Defendant's within the State of California.

16 33. Accounting for employee turnover during the relevant time period increases this
17 number substantially. Plaintiff alleges that Defendants' employment records will provide
18 information as to the number and location of all class members.

19 **B. Commonality**

20 34. There are questions of law and fact common to the class that predominate over any
21 questions affecting only individual class members. These common questions of law and fact
22 include:

- 23 a. Whether Defendants failed to pay Employees minimum wages;
- 24 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 25 c. Whether Defendants failed to pay Employees overtime as required under Labor
26 Code § 510;
- 27 d. Whether Defendants failed to pay Employees vacation wages as required under
28 Labor Code § 227.3;

- e. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- h. Whether Defendants violated Labor Code § 226(a);
- i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- k. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*; and
- m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendant's common course of conducts in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and

1 questions of law and fact common to all Employees predominate over any questions affecting only
2 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
3 Defendants' illegal policies or practices of failing to compensate Employees properly.

4 38. Class action treatment will allow those persons similarly situated to litigate their
5 claims in the manner that is most efficient and economical for the parties and the judicial system.
6 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY MINIMUM WAGES**

9 **(Against All Defendants)**

10 39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
11 full herein.

12 40. Defendants failed to pay Employees minimum wages for all hours worked.
13 Defendants had a consistent policy of misstating Employees time records and failing to pay
14 Employees for all hours worked. Employees would work hours and not receive wages, including
15 as alleged above in connection with rounding of timekeeping entries and time off the clock
16 Employees worked without compensation. Specifically, Plaintiff and Employees were required to
17 work off-the-clock hours by going through lengthy temperature checks each day before clocking
18 in and after returning back from their meal breaks, but were never compensated for the time
19 spent undergoing Defendants' temperature checks. Additionally, Employees had to wait in line
20 before clocking in were not compensation for this time. Defendants, and each of them, have also
21 intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, while
22 benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay
23 minimum wages to Plaintiff and the Class members, including by unlawful rounding to their
24 detriment. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
25 wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
26 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
27 uniform policy and practice that denied accurate compensation to Plaintiff and the other members
28 of the Class as to minimum wage pay.

1 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
2 states:

3 The minimum wage for employees fixed by the commission is the
4 minimum wage to be paid to employees, and the payment of a less
5 wage than the minimum so fixed is unlawful.

6 42. The applicable minimum wages fixed by the commission for work during the
7 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
8 therefore entitled to double the minimum wage during the relevant period.

9 43. The minimum wage provisions of California Labor Code are enforceable by private
10 civil action pursuant to California Labor Code § 1194(a) which states:

11 Notwithstanding any agreement to work for a lesser wage, any
12 employee receiving less than the legal minimum wage or the legal
13 overtime compensation applicable to the employee is entitled to
14 recover in a civil action the unpaid balance of the full amount of this
15 minimum wage or overtime compensation, including interest
16 thereon, reasonable attorney's fees and costs of suit.

17 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
18 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

19 45. California Labor Code § 1194.2 also provides for the following remedies:

20 In any action under Section 1194 . . . to recover wages because of
21 the payment of a wage less than the minimum wages fixed by an
22 order of the commission, an employee shall be entitled to recover
23 liquidated damages in an amount equal to the wages unlawfully
24 unpaid and interest thereon.

25 46. Defendants have the ability to pay minimum wages for all time worked and have
26 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
27 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

28 47. Wherefore, Employees are entitled to recover the unpaid minimum wages
(including double minimum wages), liquidated damages in an amount equal to the minimum
wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
to California Labor Code § 1194(a).

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
13 paying Employees wages for all hours worked including time off the clock when Plaintiff and
14 Employees were required to go through lengthy temperature checks each day before clocking in
15 and after returning back from their meal breaks, but were never compensated for the time spent
16 undergoing Defendants' temperature checks. Additionally, Employees had to wait in line before
17 clocking in were not compensation for this time. Employees regularly worked over 8 hours on a
18 given day without receiving overtime compensation.

19 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
20 Employees the correct overtime rate for the recorded overtime hours that they generated. In
21 addition to an hourly wage, Defendants paid Plaintiff and Employees shift differentials,
22 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon
23 information and belief, Defendants failed to incorporate all remunerations, including shift
24 differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into
25 the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

26 51. Therefore, during times when Plaintiff and Employees worked overtime and
27 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
28 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than

1 required.

2 52. Defendants' failure to pay compensation in a timely fashion also constituted a
3 violation of California Labor Code § 204, which requires that all wages shall be paid
4 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
5 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
6 and overtime compensation earned by Employees. Each such failure to make a timely payment of
7 compensation to Employees constitutes a separate violation of California Labor Code § 204.

8 53. Employees have been damaged by these violations of California Labor Code §§
9 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

10 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
11 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
12 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
13 reasonable attorneys' fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
20 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
21 more than five (5) hours without providing him or her with a meal period of not less than thirty
22 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
23 meal period of not less than thirty (30) minutes.

24 57. Defendants failed to provide Employees with meal periods as required under the
25 Labor Code. Employees were consistently required to work through their meal periods which they
26 were consistently denied. Employees were also required to take meal periods after working well
27 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
28 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal

1 period as required by law.

2 58. Moreover, Defendants failed to compensate Employees for each meal period not
3 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
4 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
5 employee a meal period in accordance with this section, the employer shall pay the employee one
6 hour of pay at the employee's regular rate of compensation for each workday that the meal period
7 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
8 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
9 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
10 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
11 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

12 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
13 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
14 period not provided or deficiently provided, a sum to be proven at trial.

15 **FOURTH CAUSE OF ACTION**

16 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

17 **(Against All Defendants)**

18 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
21 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
22 not less than ten (10) minutes for each consecutive four (4) hour shift.

23 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
24 (10) minutes for each consecutive four (4) hour shift.

25 63. Moreover, Defendants failed to compensate Employees for each rest period not
26 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
27 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
28 accordance with this section, the employer shall pay the employee one hour of pay at the

1 employee's regular rate of compensation for each workday that the rest period is not provided.
2 Defendants failed to compensate the Employees in the Class for each rest period not provided or
3 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
4 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
5 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
6 or by otherwise incorrectly calculating the regular rate.

7 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
8 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
9 worked without the required rest breaks, a sum to be proven at trial.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PAY VACATION WAGES**
12 **(Against All Defendants)**

13 65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
14 full herein.

15 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
16 employment policy provides for paid vacation and an employee is terminated without having
17 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
18 in accordance with said contract of employment or policy respecting eligibility or time served.

19 67. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
20 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
21 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

22 68. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
23 to Labor Code § 227.3.

24 **SIXTH CAUSE OF ACTION**
25 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**
26 **(Against All Defendants)**

27 69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
2 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
3 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
4 with the pay calculation under California Labor Code § 246(1).

5 71. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
6 and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of
7 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
8 calculating the amount of paid sick time due when sick time is used according to the requirements
9 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
10 rate, in violation of the law.

11 72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
12 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

13 **SEVENTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 226(a)**
15 **(Against All Defendants)**

16 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 74. California Labor Code § 226(a) requires an employer to furnish each of his or her
19 employees with an accurate, itemized statement in writing showing the gross and net earnings,
20 total hours worked, and the corresponding number of hours worked at each hourly rate; these
21 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
22 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
23 statements may be given to the employee separately from the payment of wages; in either case the
24 employer must give the employee these statements twice a month or each time wages are paid.

25 75. Defendants failed to provide Employees with accurate itemized wage statements in
26 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
27 Defendants, failed to include the above requirements enumerated above. Employees' wage
28 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and

1 failed to accurately set forth all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
3 The wage statements provided to Employees were confusing and required Employees to engage in
4 discovery and refer to outside sources to verify whether their pay was correct and potentially
5 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
6 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
7 regular rate calculations that included shift differentials, nondiscretionary commissions, incentive
8 pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their
9 Employees. Moreover, the wage statements given to Employees by Defendants failed to accurately
10 account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and
11 reflected the incorrect hours worked due to the rounding all of which Defendants knew or
12 reasonably should have known were owed to Employees, as alleged hereinabove. The wage
13 statements provided to Employees were confusing and required Employees to engage in discovery
14 and refer to outside sources to verify whether their pay was correct and potentially resulting in a
15 miscalculation by the Employees.

16 76. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
17 Employees suffered injuries, including among other things confusion over whether they received
18 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
19 forcing them to make mathematical computations to analyze whether the wages paid in fact
20 compensated them correctly for all hours worked.

21 77. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
22 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
23 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
24 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
25 award of costs and reasonable attorneys' fees.

26 78. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
27 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
28 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each

1 employee for each pay period.

2 79. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
3 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
4 shown according to proof.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**
7 **AND 1174.5**

8 **(Against All Defendants)**

9 80. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 81. California Labor Code § 1174 requires that all employers shall keep accurate time
12 and wage records for all employees. California Labor Code § 1174.5 further requires that any
13 employee suffering injury due to a willful violation of the aforementioned obligations may seek
14 damages, including civil penalties, from the employer.

15 82. During the course of Plaintiff's and Employees' employment, Defendants
16 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
17 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
18 overtime, and premium pay as discussed above.

19 83. Accordingly, Defendants are liable for civil penalties pursuant to the California
20 Labor Code §§ 1174.5. for the three (3) years prior to the filing of this Complaint.

21 **NINTH CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE § 203**

23 **(Against All Defendants)**

24 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
25 full herein.

26 85. Numerous Employees are no longer employed by Defendants; they either quit
27 Defendants' employ or were fired therefrom.

28 86. Defendants failed to pay these Employees all wages due and certain at the time of

1 termination or within seventy-two (72) hours of resignation.

2 87. The wages withheld from these Employees by Defendants remained due and owing
3 for more than thirty (30) days from the date of separation of employment.

4 88. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
5 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
6 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
7 to thirty (30) days from the date they were due.

8 **TENTH CAUSE OF ACTION**

9 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

10 **(Against All Defendants)**

11 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
12 full herein.

13 90. Plaintiff, on behalf of himself, Employees, and the general public, brings this claim
14 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
15 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
16 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
17 meaning of Code of Civil Procedure
18 § 1021.5.

19 91. Plaintiff is a "person" within the meaning of Business & Professions Code
20 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
21 relief, restitution, and other appropriate equitable relief.

22 92. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair
23 business practices.

24 93. Wage-and-hour laws express fundamental public policies. Paying employees their
25 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
26 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
27 to enforce minimum labor standards, to ensure that employees are not required or permitted to
28 work under substandard and unlawful conditions, and to protect law-abiding employers and their

1 employees from competitors who lower costs to themselves by failing to comply with minimum
2 labor standards.

3 94. Defendants have violated statutes and public policies. Through the conduct alleged
4 in this Complaint Defendants have acted contrary to these public policies, have violated specific
5 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
6 violation of Business & Professions Code § 17200 et seq.; which conduct has deprived Plaintiff,
7 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
8 guaranteed to all employees under the law.

9 95. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
10 violation of the Business & Professions Code § 17200 et seq.

11 96. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
12 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
13 care should have known that their conduct was unlawful; therefore their conduct violates the
14 Business & Professions Code § 17200 et seq.

15 97. As a proximate result of the above-mentioned acts of Defendants, Employees have
16 been damaged, in a sum to be proven at trial.

17 98. Unless restrained by this Court Defendants will continue to engage in such
18 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
19 make such orders or judgments, including the appointment of a receiver, as may be necessary to
20 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
21 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
22 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
23 failed to pay.

24 **ELEVENTH CAUSE OF ACTION**

25 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

26 **(Against All Defendants)**

27 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

100. Plaintiff and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

101. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*

102. The penalties shall be allocated as follows: 75% to the Labor and Workforce Development Agency (LWDA) and 25% to the affected employee.

103. Employees also seek any and all penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee.

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

104. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of

1 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
2 per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee
3 for each violation in a subsequent citation, for which the employer fails to provide the employee a
4 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
5 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

6 105. Plaintiff has exhausted their administrative remedy by sending a certified letter to
7 the LWDA and Defendants postmarked on July 21, 2023. The LWDA has not provided notice of
8 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
9 letters.

10 **RELIEF REQUESTED**

11 WHEREFORE, Plaintiff prays for the following relief:

- 12 1. For an order certifying this action as a class action;
- 13 2. For compensatory damages in the amount of the unpaid minimum wages for work
14 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
15 the filing of this action, as may be proven;
- 16 3. For liquidated damages in the amount equal to the unpaid minimum wage and
17 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 18 4. For compensatory damages in the amount of the hourly wage made by Employees
19 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
20 years prior to the filing of this action, as may be proven;
- 21 5. For compensatory damages in the amount of the hourly wage made by Employees
22 for each day requisite rest breaks were not provided or were deficiently provided where no
23 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
24 be proven;
- 25 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 26 7. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 27 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
28 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

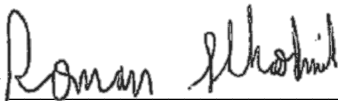
- 1 9. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 2 10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 3 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 4 12. For restitution for unfair competition pursuant to Business & Professions Code
- 5 § 17200 et seq., including disgorgement or profits, as may be proven;
- 6 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;
- 7 14. For an order enjoining Defendants and their agents, servants, and employees, and
- 8 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
- 9 duties adumbrated in this Complaint;
- 10 15. For all general, special, and incidental damages as may be proven;
- 11 16. For an award of pre-judgment and post-judgment interest;
- 12 17. For an award providing for the payment of the costs of this suit;
- 13 18. For an award of attorneys' fees; and
- 14 19. For such other and further relief as this Court may deem proper and just.

15

16 DATED: September 25, 2023

D.LAW, INC.

17

18 By 

19 Emil Davtyan

20 David Yeremian

21 Roman Shkodnik

22 Attorneys for Plaintiff

23 STANLEY CAJIGAL

24 and the putative class

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DATED: September 25, 2023

By 
Emil Davtyan
David Yeremian
Roman Shkodnik
Attorneys for Plaintiff
STANLEY CAJIGAL
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

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[X] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Natalia Bermudes
Natalia Bermudes