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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SACRAMENTO**

16 JASON WHITE, on behalf of himself and all
17 others similarly situated,

18 Plaintiff,

19 v.

20 FPR II LLC DBA LEADPOINT BUSINESS
21 SERVICES, an Oregon Corporation; and DOES
22 1-50, inclusive.

23 Defendants.

CASE NO.: 23CV007753

**FIRST AMENDED CLASS AND PAGA
ACTION COMPLAINT:**

- (1) FAILURE TO PAY ALL MINIMUM WAGES;
- (2) FAILURE TO PAY ALL OVERTIME WAGES;
- (3) MEAL PERIOD VIOLATIONS;
- (4) REST PERIOD VIOLATIONS;
- (5) FAILURE TO PAY ALL SICK TIME;
- (6) WAGE STATEMENT VIOLATIONS;
- (7) WAITING TIME PENALTIES;
- (8) UNFAIR COMPETITION; &
- (9) PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)

DEMAND FOR JURY TRIAL

1 Plaintiff Jason White (“Plaintiff”), on behalf of himself and all other similarly situated non-
2 exempt employees, alleges and complains of Defendant FPR II LLC dba Leadpoint Business Services
3 (“Defendant”) and DOES 1 to 50 (collectively “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a recruiting and workforce solutions provider that supports the waste and
6 recycling industry, including services for FCC Environmental.

7 2. Plaintiff brings this class action lawsuit against Defendant for alleged violations of the
8 California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
10 due to its unlawful and uneven rounding policy/practice. Plaintiff further alleges that Defendant failed
11 to pay all overtime compensation and sick pay wages at the proper legal rates by failing to properly
12 calculate the “regular rate of pay.” Moreover, Plaintiff alleges that Defendant’s meal and rest period
13 policies and practices failed to allow and permit non-exempt employees to take all compliant and
14 timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.
15 Plaintiff further alleges that Defendant failed to provide non-exempt employees with accurate written
16 itemized wage statements in violation of Labor Code § 226(a) and failed to timely pay all final wages
17 upon separation of employment in violation of Labor Code §§ 201-203.

18 4. Plaintiff also brings a claim for civil penalties based on the foregoing Labor Code
19 violations under the Private Attorney General Act (“PAGA”).

20 5. Based on these alleged Labor Code violations, Plaintiff now brings this class action
21 and representative action to recover unpaid wages, restitution, penalties, and other related relief on
22 behalf of himself and all other similarly situated non-exempt employees.

23 **JURISDICTION AND VENUE**

24 6. Plaintiff, on behalf of himself and all other similarly situated employees, hereby brings
25 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
26 203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1197.1, 1199, and
27 applicable Industrial Welfare Commission Wage Orders (“Wage Orders”), in addition to seeking
28 declaratory relief and restitution pursuant to California Business and Professions Code § 17200, *et*

1 *seq.*

2 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

3 8. This Court has jurisdiction over Defendant's violations of the California Labor Code
4 and applicable Wage Orders because the amount in controversy exceeds this Court's jurisdictional
5 minimum.

6 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
7 §§ 395(a) and 395.5, Defendant operates in California within the County of Sacramento, and
8 Defendant is within the jurisdiction of this Court for purposes of service of process.

9 **PARTIES**

10 10. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California
11 resident residing in the State of California.

12 11. Plaintiff is informed, believes, and alleges that Defendants are authorized to do
13 business within the County of Sacramento and is and/or was the legal employer of Plaintiff and the
14 Class Members during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants'
15 policies and/or practices complained of herein and has been deprived of the rights guaranteed to him
16 by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510,
17 512, 516, 1194, 1197.1, 1199, and the California Business and Professions Code § 17200 *et seq.*, and
18 applicable Wage Orders.

19 12. Plaintiff is informed and believes, and based thereon alleges, that during the four years
20 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
21 do) business in the State of California, County of Sacramento.

22 13. Plaintiff does not know the true names or capacities, whether individual, partner, or
23 corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
24 Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
25 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and
26 believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or
27 corporate, were responsible in some manner for the acts and omissions alleged herein and proximately
28 caused Plaintiff and the Classes to be subject to the unlawful employment practices alleged herein.

14. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

15. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

COMMON FACTUAL ALLEGATIONS

16. Defendant FPR II, LLC, doing business as Leadpoint Business Services, is a recruiting and workforce solutions provider that supports the waste and recycling industry, including services for FCC Environmental.

17. Plaintiff was employed by Defendant as a non-exempt employee with the title of “Sorter.” since July 21, 2022.

18. Alongside Plaintiff, other non-exempt employees—including but not limited to, administrative assistant, maintenance helper, sorter, staff, and other non-exempt roles—played a critical role in supporting Defendant’s daily operations and overall success across California.

19. Plaintiff, along with other employees holding non-exempt positions, were responsible for a wide range of tasks critical to the company's operations, such as driving, vehicle maintenance, administrative support, customer service, and overall recycling services. Their work ensured the effective operation of Defendant's assets. Despite the essential nature of their contributions, Plaintiffs and other aggrieved employees allege that Defendant failed to comply with California labor laws, including but not limited to accurate timekeeping, proper wage payment, and provision of meal and

1 rest periods, as set forth below

2 20. First, at all relevant times, Defendant has had a consistent practice/policy of unfairly
3 and unlawfully rounding Plaintiff's and other non-exempt employees' time entries to the nearest
4 quarter hour. As a result, over a period of time, Plaintiff and other non-exempt employees are not
5 compensated for all the hours that they work or were subject to the control of Defendant in violation
6 of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

7 21. California courts have held that rounding time policies can be lawful, "if the rounding
8 policy is fair and neutral on its face and 'it is used in such a manner that it will not result, over a
9 period of time, in failure to compensate the employees properly for all the time they have actually
10 worked. *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (29 C.F.R. § 785.48;
11 see DLSE Manual, *supra*, §§ 47.1, 47.2)."

12 22. Here, Defendant's rounding policy/practice is not neutral on its face or in its
13 application as Plaintiff and other non-exempt employees are subject to discipline, including
14 termination for being tardy in reporting to work, or returning from a meal period. Moreover, because
15 Defendant can track the exact time worked by non-exempt employees to the exact minute, the policy
16 itself exists not for the convenience or benefit of the employees who are trying to accurately report
17 their time, but for Defendant's benefit. As a result, the policy is not neutral on its face or in its
18 application, and in violation of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable
19 Wage Orders.

20 23. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
21 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
22 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,
23 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
24 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
25 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
26 underpaid regardless of whether the initial violation is intentionally committed. Additionally, Labor
27 Code § 510 requires an employer to compensate an employee who works more than eight (8) hours
28 in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the

1 seventh consecutive day, no less than one and one-half times (11/2) the regular rate of pay.

2 24. In addition, Labor Code § 510 obligates employers to compensate employees at no
3 less than twice the regular rate of pay when an employee works more than twelve (12) hours in a
4 workday or more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3
5 of the applicable Wage Orders, non-exempt employees shall not be employed more than eight (8)
6 hours in any workday or more than 40 hours in any workweek unless the employee receives one and
7 one-half (11/2) times such employee's regular rate of pay for all hours worked over 40 hours in the
8 workweek.

9 25. Furthermore, at all relevant times, Plaintiff and other non-exempt employees were not
10 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
11 and/or forty (40) hours per workweek. While Plaintiff and other non-exempt employees regularly
12 worked overtime hours, they were not compensated at one and one-half times their "regular rate of
13 pay" because Defendant failed to include all forms of compensation, including but not limited to,
14 non-discretionary bonuses, shift differential pay, commissions, incentives, and other forms of
15 remuneration when calculating the "regular rate of pay" used in payment of overtime wages.

16 26. Under the California Labor Code (as well as the FLSA), courts have consistently held
17 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
18 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
19 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
20 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
21 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiff under
22 California and federal law on the grounds, that Defendants improperly calculated overtime by
23 excluding annual bonuses paid to employees from the "regular rate of compensation"]; see *Walling*
24 *v. Youngerman-Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. ("The regular rate by its very
25 nature must reflect all payments which the parties have agreed shall be received regularly during the
26 workweek, exclusive of overtime payments. It is not an arbitrary label chosen by the parties; it is an
27 actual fact. Once the parties have decided upon the amount of wages and the mode of payment the
28 determination of the regular rate becomes a matter of mathematical computation, the result of which

1 is unaffected by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§
2 778.110 (“production bonus”) and 778.111 (“piece-rate”).)

3 27. Labor Code § 510 requires an employer to compensate an employee who works more
4 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
5 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
6 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
7 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
8 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
9 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
10 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
11 (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek.

12 28. By their policy of requiring Plaintiff and the other non-exempt employees to work in
13 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
14 them at the lawful rate of one-half (1 1/2) their regular rate of pay, Defendant willfully violated the
15 provisions of Labor Code § 510 and the applicable Wage Orders.

16 29. Similarly, at all relevant times, Defendant also failed in its obligation to provide
17 Plaintiff and other non-exempt employees the legally required paid sick days at the legal rate pursuant
18 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
19 in California for the same employer for 30 or more days within a year from the commencement of
20 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
21 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
22 sick time for non-exempt employees must be “calculated in the same manner as the regular rate of
23 pay for the workweek in which the employee uses paid sick time, whether or not the employee
24 actually works overtime in that workweek.”

25 30. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
26 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
27 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
28 requires employers to “provide an employee with written notice that sets forth the amount of paid

1 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
2 the employee's itemized wage statement described in Section 226 or in a separate writing provided
3 on the designated pay date with the employee's payment of wages."

4 31. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
5 other non-exempt employees the legally required paid sick days at the legal rate, including all forms
6 of compensation, pursuant to Labor Code §§ 246(a),(b). As such, Defendant paid sick time below
7 "regular rate of pay" as required by Labor Code §§ 246(l)(1-2).

8 32. Moreover, at all relevant times, Plaintiff and other non-exempt employees were denied
9 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
10 Defendant's uniform meal period policies/practices, operational requirements, and work demands,
11 Plaintiff and other non-exempt employees often could not take timely and uninterrupted net 30-
12 minute first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other
13 non-exempt employees worked more than 10.0 hours in a shift, they were not always allowed and
14 permitted to take a mandated second meal period before the end of the tenth hour of work in violation
15 of the Labor Code and applicable Wage Orders. Indeed, Plaintiff's and other non-exempt employees'
16 meal periods were often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal
17 period policies/procedures, operational requirements, and work demands.

18 33. In addition, for each missed or non-compliant meal period, Defendant failed and
19 continues to fail to maintain a mechanism by which non-exempt employees were paid meal period
20 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) and
21 Labor Code § 226.7.

22 34. Accordingly, due to Defendant's uniform meal period policies/practices, non-exempt
23 employees were also regularly denied legally compliant meal periods in violation of Labor Code §§
24 226.7, 510, 516, and applicable Wage Orders.

25 35. Next, at all relevant times, Plaintiff and other non-exempt employees were not
26 provided with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due
27 to Defendant's uniform rest period policies/practices, operational requirements, and work demands.
28 As a result, Plaintiff and other non-exempt employees were and are often unable to take a net 10-

1 minute duty-free rest period for every major fraction of four hours worked. This includes a second
2 rest period for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in
3 a workday. Making matters worse, Defendant had a rest break policy which required that non-exempt
4 employees remain on premises during rest periods. Despite Defendant's claim that all employees are
5 relieved of all duties during their rest breaks, Defendant still exerts control on employees by requiring
6 them to remain onsite.

7 36. By not relieving all non-exempt employees of all duties during rest periods, Defendant
8 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
9 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
10 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
11 the California Supreme Court expressly rejected the employers' assertion that it could provide an on-
12 duty rest period to employees who worked as security guards and further explained "that employers
13 [must] relinquish any control over how employees spend their break time and relieve their employees
14 of all duties." *Id.* at 273.

15 37. Each time non-exempt employees were unable to take a compliant rest period,
16 Defendant failed and continues to fail to adequately pay rest period premium payments at the "regular
17 rate of pay" as required by Labor Code § 226.7.

18 38. Accordingly, due to Defendant's uniform rest period policies/practices, non-exempt
19 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
20 512, and applicable Wage Orders.

21 39. As a result of Defendant's failure to pay Plaintiff and other non-exempt employees for
22 all hours they were subject to the control of Defendant, including all minimum and overtime wages,
23 and Defendant's failure to adequately pay for all overtime, sick pay, and meal and rest period
24 premiums at the "regular rate of pay," Defendant issued wage statements which failed to accurately
25 identify the gross wages earned, the total hours worked, the net wages earned, and the correct
26 corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2,
27 5, and 9).

28 40. 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) per
2 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
3 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
4 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

5 41. Thus, Plaintiff is a non-exempt employee, and Defendant has violated Labor Code
6 §226(a) with respect to Plaintiff and other non-exempt employees. Consequently, because Defendant
7 failed to comply with Labor Code § 226(a), Plaintiff and other non-exempt employees would be
8 entitled to recover penalties under Labor Code § 226(e).

9 42. Finally, as a result of Defendant’s failure to pay all minimum and overtime, sick pay
10 wages, and meal and rest period premiums at the “regular rate of pay”, Defendant also failed and
11 continue to fail to pay Plaintiff and other non-exempt employees all wages owed at their time of
12 separation from employment in violation of Labor Code §§ 201-203. Thus, non-exempt employees
13 would be entitled to recover waiting time penalties under Labor Code §§ 201-203.

14 **CLASS ACTION ALLEGATIONS**

15 43. Plaintiff brings this action on behalf of himself and the following Classes pursuant to
16 § 382 of the Code of Civil Procedure:

17 All current or former non-exempt hourly employees who work or worked
18 for Defendant in California during the four years immediately preceding the
filing of the Complaint through the date of trial. (the “Class”);

19 All current or former non-exempt employees who worked for Defendant in
20 California and worked overtime hours during at least one shift during the
21 four years immediately preceding the filing of the Complaint through the
date of trial. (“the Overtime Subclass”);

22 All current or former employees who work or worked for Defendant in
23 California during the one year immediately preceding the filing of the
24 Complaint through the date of trial. (“the Wage Statement Subclass”);

25 All employees who work or worked for Defendant in California and who
26 left their employment during the three years immediately preceding the
filing of the Complaint through the date of trial. (“Waiting Time Penalty
Subclass”)

27 (collectively “the Classes”)

28 44. **Numerosity/Ascertainability:** The members of the Classes are so numerous that

joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes consist of at least one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendant's employment and payroll records.

45. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated non-exempt employees, which predominate over questions affecting only individual members including, without limitation to:

1. Whether Defendant's rounding policy/practice failed to pay all Class Members for all hours worked;
2. Whether Defendant failed to properly calculate the "regular rate of pay" for purposes of paying overtime and sick pay wages to the members of the Class;
3. Whether Defendant provided legally compliant meal and rest periods or proper compensation at the "regular rate of pay" in lieu thereof to members of the Class;
4. Whether Defendant furnished legally compliant wage statements to members of the Wage Statement Subclass pursuant to Labor Code § 226(a); and
5. Whether the timing and amount of payment of final wages to members of the Waiting Time Penalty Subclass at the time of separation from employment were unlawful.

46. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendant's policies and/or practices applicable to each individual class member, such as without limitation, Defendant's failure to pay for all hours worked, and failure to adequately calculate the "regular rate of pay" for purposes of overtime pay and sick pay, Defendant's failure to provide all compliant meal and rest periods or premiums at the "regular rate of pay" in lieu thereof, Defendant's failure to provide accurate itemized wage statements, and Defendant's failure to pay for all wages due upon separation of employment. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount

1 of his or her damages.

2 47. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
3 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
4 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
5 Plaintiff, like the members of the Classes was deprived of minimum, overtime and sick pay wages,
6 was deprived of meal and rest period premium wages, was subject to Defendant's uniform meal and
7 rest period policies/practices, was not provided accurate itemized wage statements, and was not
8 timely paid all wages owed upon separation of employment.

9 48. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
10 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
11 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
12 Plaintiff's attorneys have prosecuted and are actively litigating several wage-and-hour class actions
13 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
14 members of the Classes.

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

25 50. Moreover, requiring each member of the Classes to pursue an individual remedy would
26 also discourage the assertion of lawful claims by employees who would be disinclined to file an action
27 against their former and/or current employer for real and justifiable fear of retaliation and permanent
28 damages to their careers at subsequent employment. Further, the prosecution of separate actions by

1 the individual class members, even if possible, would create a substantial risk of inconsistent or
2 varying verdicts or adjudications with respect to the individual class members against Defendant
3 herein; and which would establish potentially incompatible standards of conduct for Defendant;
4 and/or legal determinations with respect to individual class members which would, as a practical
5 matter, be dispositive of the interest of the other class members not parties to adjudications or which
6 would substantially impair or impede the ability of the class members to protect their interests.
7 Further, the claims of the individual members of the class are not sufficiently large to warrant
8 vigorous individual prosecution considering all of the concomitant costs and expenses attending
9 thereto. As such, the Classes identified in Paragraph 43 are maintainable as Classes under § 382 of
10 the Code of Civil Procedure.

11 **FIRST CAUSE OF ACTION**
12 **MINIMUM WAGE VIOLATIONS**
13 **(AGAINST ALL DEFENDANTS)**

14 51. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

15 52. Section 4 of the applicable Wage Order(s) and Labor Code §§ 1197 and 1182.12
16 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by
17 state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the
18 legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together
19 with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
20 wages and interest accrued thereon.

21 53. At all relevant times herein, Defendant failed to conform their pay practices to the
22 requirements of the law. This unlawful conduct includes but is not limited to, Defendant's uniform
23 and unlawful rounding policy/practice, which resulted in these individuals not being paid for all hours
24 they were actually suffered or permitted worked. Accordingly, Plaintiffs and members of the Classes
25 were not compensated for all hours worked including, but not limited to, all hours they were subject
26 to the control of Defendants and/or suffered or permitted to work under the Labor Code and applicable
27 Wage Orders.

28 54. Labor Code § 1198 makes unlawful the employment of an employee under conditions

1 that the Industrial Welfare Commission prohibits. Labor Code §§ 1194(a) and 1194.2(a) provide that
2 an employer who has failed to pay its employees the legal minimum wage is liable to pay those
3 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal
4 to the wages due and interest thereon.

5 55. As a direct and proximate result of Defendant's unlawful conduct as alleged herein,
6 Plaintiffs and the Classes have sustained economic damages, including but not limited to unpaid
7 wages and lost interest, in an amount to be established at trial, and they are entitled to recover
8 economic and statutory damages and penalties and other appropriate relief as a result of Defendant's
9 violations of the Labor Code and applicable Wage Orders.

10 56. Defendant's practice and uniform administration of corporate policy regarding illegal
11 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and members
12 of the Classes in a civil action for the unpaid amount of minimum wages, liquidated damages,
13 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
14 Code §§ 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY ALL OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 58. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
20 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
21 hours worked and provide a private right of action for the failure to pay all overtime compensation
22 for overtime work performed.

23 59. At all times relevant herein, Defendant was required to properly pay Plaintiff and
24 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
25 § 1194 and the applicable Wage Orders.

26 60. Section 3 of the applicable Wage Order requires an employer to pay an employee "one
27 and one-half (1 1/2) times the employee's regular rate of pay" for work in excess of 8 hours per
28 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an

1 employer to pay an employee double the employee's regular rate of pay for work in excess of twelve
2 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
3 the workweek. Defendant caused Plaintiff to work overtime and hours but did not compensate
4 Plaintiff or members of the Overtime Subclass at one and one-half times their "regular rate of pay"
5 for such hours.

6 61. Defendant failed to conform their pay practices to the requirements of the law. At all
7 relevant times herein, Defendant failed to conform their pay practices to the requirements of the law.
8 This unlawful conduct includes but is not limited to Defendant's time rounding policy/practice, and
9 Defendant's failure to properly pay for all hours worked, including all overtime hours at the proper
10 overtime rate, and Defendant's failure to include all forms of compensation, including, but not limited
11 to, non-discretionary bonuses and other incentive pay in calculating the "regular rate of pay," which
12 resulted in these individuals not being paid for all overtime hours worked.

13 62. The foregoing policies and practices are unlawful and create entitlement to recovery
14 by Plaintiff and the members of the Overtime Subclass in a civil action for the unpaid amount of
15 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
16 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
17 of Civil Procedure § 1021.5.

18 **THIRD CAUSE OF ACTION**

19 **MEAL PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

21 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 64. Plaintiff is informed and believes, and based thereon alleges, that Defendant failed in
23 their affirmative obligation to provide all of their hourly non-exempt employees, including, Plaintiff
24 and members of the Class, with all required meal periods in accordance with the mandates of the
25 California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
26 Allegations section of this Complaint.

27 65. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
28 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay

1 for each violation, in accordance with California Labor Code § 226.7.

2 66. As a result, Defendant is responsible for paying premium compensation for meal
3 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
4 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

5 **FOURTH CAUSE OF ACTION**

6 **REST PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 67. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

9 68. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
10 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
11 each four (4) hour period worked, or major fraction thereof.

12 69. Due to their unlawful rest period policy/practices and operational requirements/work
13 demands, Defendant did not authorize and permit Plaintiff and members of the Class to take all rest
14 periods to which they were legally entitled.

15 70. Despite Defendant's violations, Defendant has not paid an additional hour of pay at
16 the "regular rate of pay" to Plaintiff and members of the Class at their respective regular rates of pay
17 for each violation, in accordance with California Labor Code § 226.7.

18 71. The foregoing violations create an entitlement to recovery by Plaintiff and members
19 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
20 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
21 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL SICK TIME**

24 **(AGAINST ALL DEFENDANTS)**

25 72. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 73. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
27 1198, and 1199 which provide that "[a]n employee who, on or after July 1, 2015, works in California
28 for the same employer for 30 or more days within a year from the commencement of employment is

1 entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours worked, beginning
2 at the commencement of employment.”

3 74. At all times relevant herein, Defendant was required to properly pay Plaintiff and
4 members of the Class for all sick time pursuant to California Labor Code § 246 and the applicable
5 Wage Orders.

6 75. Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must
7 be “calculated in the same manner as the regular rate of pay for the workweek in which the employee
8 uses paid sick time, whether or not the employee actually works overtime in that workweek.”
9 Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated by dividing
10 the employee’s total wages, not including overtime premium pay, by the employee’s total hours
11 worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
12 requires employers to “provide an employee with written notice that sets forth the amount of paid
13 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
14 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
15 on the designated pay date with the employee’s payment of wages.”

16 76. Defendant failed in its obligation to provide Plaintiff and the Class the legally
17 required paid sick days at the legal rate pursuant to Labor Code §§ 246(a),(b). Plaintiff and the
18 members of the Class were not paid at the correct “regular rate of pay.”

19 77. The foregoing policies and practices are unlawful and create entitlement to recovery
20 by Plaintiff and the members of the Class in a civil action for the unpaid amount of wages, including
21 interest thereon, statutory penalties, attorney’s fees, and costs of suit according to Labor Code §§ 246
22 1192, 1194 *et seq.*, 1197, 1198, the applicable Wage Orders, and Code of Civil Procedure § 1021.5.

23 **SIXTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
25 **(AGAINST ALL DEFENDANTS)**

26 78. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 79. Labor Code 226(a) states in pertinent part the following:

28 “(a) An employer, semimonthly or at the time of each payment of wages,

1 shall furnish to his or her employee, either as a detachable part of the check,
2 draft, or voucher paying the employee's wages, or separately if wages are
3 paid by personal check or cash, an accurate itemized statement in writing
4 showing (1) gross wages earned, (2) total hours worked by the employee,
5 (3) the number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that all
7 deductions made on written orders of the employee may be aggregated and
8 shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and
10 only the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name and
12 address of the legal entity that is the employer, and (9) all applicable hourly
13 rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee."

15 80. As set forth above, during the Class Period, Defendants issued and continue to issue
16 wage statements to its employees including Plaintiff and members of the Wage Statement Subclass,
17 which are inadequate under Labor Code Section 226(a).

18 81. As a result of Defendant failure to pay Plaintiff and the Wage Statement Subclass for
19 all minimum, overtime wages, sick pay, and missed meal and rest period premiums at the appropriate
20 legal rate, Defendant failed to include required information on Plaintiff and the Wage Statement
21 Subclass' wage statements, including, but not limited to, the gross wages earned, the net wages earned
22 in violation of Labor Code section 226(a)(1,2,5, and 9).

23 82. Defendant's failure to comply with section 226(a) of the Labor Code was knowing
24 and intentional.

25 83. As a result of Defendant's issuance of inaccurate itemized wage statements to Plaintiff
26 and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
27 Code, Plaintiff and members of the Wage Statement Subclass are each entitled to recover an initial
28 penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
of \$4,000 per Plaintiff and per every member of the Wage Statement Subclass from Defendant
pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

SEVENTH CAUSE OF ACTION

WAITING TIME PENALTIES

1 (AGAINST ALL DEFENDANTS)

2 84. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

3 85. The actionable period for this cause of action is three years prior to the filing of this
4 Complaint through the present, and on-going until the violation is corrected, or the class is certified.

5 86. Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing
6 to Plaintiff and the Waiting Time Subclass during the actionable period for this cause of action at or
7 around the time that their employment is or was terminated or ended.

8 87. Labor Code § 203 provides that if an employer willfully fails to pay compensation
9 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
10 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

11 88. Defendant willfully failed to pay the Waiting Time Subclass for all hours worked,
12 including all minimum and overtime wages, sick pay wages, and their meal and rest period premiums
13 at the “regular rate of pay”, prior to or upon termination or separation from employment with
14 Defendant as required by Labor Code §§ 201 and 202.

15 89. As a result, Defendant is liable to the Waiting Time Subclass for waiting time
16 penalties amounting to thirty (30) days wages for Plaintiff and the Waiting Time Subclass pursuant
17 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon
18 termination entitles an employee to recover waiting time penalties).

19 **EIGHTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 (AGAINST ALL DEFENDANTS)

22 90. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 91. Defendant has engaged and continue to engage in unfair and/or unlawful business
24 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
25 failing to pay for all hours worked including all minimum, overtime and sick pay wages, by failing
26 to provide all legally required meal and rest periods or pay premium payments at the “regular rate of
27 pay” in lieu thereof, by failing to provide accurate wage statements, and by failing to pay all earned
28 wages at the time of separation from employment.

1 92. Defendant's utilization of these unfair and/or unlawful business practices deprived
2 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
3 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
4 Defendant's competitors who have been and/or are currently employing workers and attempting to
5 do so in honest compliance with applicable wage and hour laws.

6 93. Because Plaintiff is a victim of Defendant's unfair and/or unlawful conduct alleged
7 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
8 monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or
9 converted by Defendant pursuant to Business and Professions Code §§ 17203 and 17208.

10 94. The acts complained of herein occurred within the last four years immediately
11 preceding the filing of the Complaint in this action.

12 95. Plaintiff was compelled to retain the services of counsel to file this court action to
13 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf of
14 Defendant's current hourly non-exempt employees, and to enforce important rights affecting the
15 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which
16 he is entitled to recover under Code of Civil Procedure § 1021.5.

17 **NINTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 96. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 97. Defendant has committed several Labor Code violations against Plaintiff and other
22 similarly aggrieved employees. Plaintiff, an "aggrieved employee" within the meaning of Labor Code
23 § 2698 *et seq.*, acting on behalf of himself and other similarly aggrieved employees, brings this PAGA
24 representative action against Defendant to recover the civil penalties due to Plaintiff, other similarly
25 aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699
26 (a) and (f) including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each
27 subsequent violation per employee per pay period for those violations of the Labor Code for which
28 no civil penalty is specifically provided based on the following Labor Code violations:

1 a) Failing to pay or improperly paying Plaintiff and similarly situated Aggrieved
2 Employees for all minimum wages for all hours worked or for which they were subject to the control
3 of the employer, including but not limited to, improper rounding or regular rate of pay (Wage Order
4 No. 4 and Labor Code §§ 204, 558, 1194 *et seq.*, 1194(a), 1194.2(a)], 1197, 1197.1, 1198, 1199,
5 1182.12; Code of Civil Procedure § 1021.5; 29 C.F.R. § § 785.48, 778.110, and 778.111);

6 b) Failing to pay or improperly paying Plaintiff and other similarly situated Aggrieved
7 Employees all overtime wages, including but not limited to, improper rounding or regular rate of pay
8 (Labor Code §§ 204, 210, 510, 558, 1194, 1198, Wage Order No. 4; Code of Civil Procedure §
9 1021.5; 29 C.F.R. §§ 785.48, 778.110, and 778.111=);

10 c) Failing to pay or improperly paying Plaintiff and other similarly situated Aggrieved
11 Employees sick pay wages, including, but not limited to, paying sick pay at the appropriate premium
12 or regular rate (Labor Code § 246 *et seq.*, 246(a), (b), 246(l)(1), 246(l)(2), 246(i), 558, 1192, 1194 *et*
13 *seq.*, [including but not limited to § 1194.2, 1197.1, 1198, and 1199]; Wage Order No. 4, and Code
14 of Civil Procedure § 1021.5);

15 d) Failing to provide Plaintiff and other similarly situated Aggrieved Employees with
16 California Labor Code compliant meal periods and/or failing to pay any required premium (Wage
17 Order No. 4; Labor Code §§ 226.7, 512, 516, and Code of Civil Procedure §§ 3287(b) and 3289);

18 e) Failing to provide, authorize and/or permit Plaintiff and other similarly situated
19 Aggrieved Employees with all of their statutorily mandated rest periods and/or failing to pay any
20 required premium (Wage Order No. 4, Labor Code §§ 226.7, 512, 516; and Code of Civil Procedure
21 §§ 3287(b) and 3289);

22 f) Failing to furnish or provide Plaintiff and other similarly situated Aggrieved
23 Employees with complete, accurate, and itemized wage statements (Labor Code §§ 226, 226.3);

24 g) Failing to pay Plaintiff and other similarly situated Aggrieved Employees all final
25 wages due and owed, including but not limited to penalties, in a timely manner (Labor Code §§ 201,
26 202, 203);

27 h) Illegally deducting from Plaintiff and other similarly situated Aggrieved Employees'
28 wages (Labor Code §§ 201, 202, 203);

1 i) Failing to provide or pay Plaintiff and other similarly situated Aggrieved Employees
2 all vacation owed (Labor Code § 227.3);

3 j) Failing to maintain accurate records for Plaintiff and other similarly situated
4 Aggrieved Employees (Labor Code § 1174, 1174.5); and

5 k) Failing to provide Plaintiff and other similarly situated Aggrieved Employees with
6 the required day of rest (Labor Code § 516 and Wage Order No. 4).

7 98. On or about August 30, 2023, Plaintiff notified Defendant FPR II LLC dba Leadpoint
8 Business Services (“Defendant”) and the California Labor and Workforce Development Agency
9 (“LWDA”) via email of Defendant’s violations of the California Labor Code § 2698 *et seq.*, with
10 respect to violations of the California Labor Code identified in Paragraph 97 (a)-(k), which includes,
11 but is not limited to: Labor Code §§ 201-203, 204, 210, 221, 226, 226.3, 226.7, 227.32, 246, 510,
12 512, 516, 558, 1174, 1174.4, 1182.12, 1194 *et seq.*, 1194.2(a), 1194.2, 1197, 1197.1, 1198, 1199,
13 2698 *et seq.*, 2699(f)(2), 2699(g)(1); and 29 CFR §§ 778.110 and 778.111; and all applicable
14 Industrial Welfare Commission Wage Orders. Now that sixty-five days have passed since Plaintiff
15 notified Defendant of these violations, Plaintiff has exhausted his administrative requirements for
16 bringing a claim under the Private Attorneys General Act with respect to these violations.

17 99. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect his interests and the interests of similarly aggrieved employees and to assess and collect the
19 civil penalties owed by Defendant. Plaintiff has hereby incurred attorneys’ fees and costs, which he
20 is entitled to receive under California Labor Code § 2699.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff prays for judgment for himself and for all others on whose behalf
23 this suit is brought against Defendant, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiff as representative of the Classes;
- 26 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 27 4. Upon the First and Second Cause of Action, for compensatory, consequential,
28 general, and special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194,

1 1197, 1197.1, and 1198 and reasonable attorneys' fees and costs;

2 5. Upon the Third Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, 1197, and 1198
4 and reasonable attorneys' fees and costs;

5 6. Upon the Third Cause of Action, for compensatory, consequential, general and
6 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;

7 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;

9 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, and
11 1199;

12 9. Upon the Sixth Cause of Action, penalties pursuant to Labor Code § 226(a), and
13 reasonable costs and attorneys' fees;

14 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant to
15 Labor Code §§ 201-203;

16 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
17 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
18 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

19 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other similarly
20 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code § 2699
21 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation and \$200 for each
22 subsequent violation per employee per pay period for those violations of the Labor Code for which
23 no civil penalty is specifically provided under the Labor Code, and for reasonable attorneys' fees and
24 costs;

25 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
26 § 218.6 and Civil Code §§ 3287 and 3289;

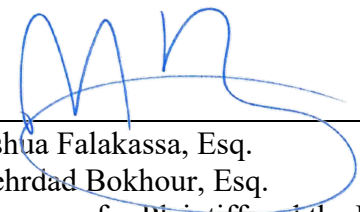
27 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
28 218.5, 226, 1194, Code of Civil Procedure § 1021.5; and

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15. For such other relief that the Court may deem just and proper.

Dated: April 21, 2025

FALAKASSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

By: 

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Putative Classes

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the action; my business address is 1901 Avenue of the Stars, Suite
5 920, Los Angeles, California 90067.

6 On April 21, 2025, I served the following document(s) described as **FIRST AMENDED
CLASS AND PAGA ACTION COMPLAINT** on the interested parties in this action:

7 Chad Greeson, Esq.
8 cgreeson@littler.com
9 Nicholas Gioiello, Esq.
10 ngioiello@littler.com
11 LITTLER MENDELSON, P.C.
12 Treat Towers
13 1255 Treat Boulevard, Suite 600
14 Walnut Creek, California 94597

12 **Counsel for Defendant**
13 **FPR II, L.L.C. DBA LEADPOINT**
14 **BUSINESS SERVICES**

15 **BY ELECTRONIC SERVICE:** I transmitted the above-referenced document(s) via
16 electronic service provider First Legal to the person(s) identified above at the email address(es)
17 indicated and did not, within a reasonable time after transmission, receive any message or
18 communication indicating that delivery failed or that any other error had occurred which would
19 delay or caused failure in transmission and delivery of the document and/or any attachments
20 thereto.

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

23 Executed on April 21, 2025, in Los Angeles, California.

24 /s/ Carlos Garcia

25 Carlos Garcia
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