

BY FAX

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Superior Court of California,
Sacramento

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By _____, Deputy

23CV008841

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

HUMBERTO MONTOYA, on behalf of
himself, all others similarly situated, the State
of California, and the general public,

Plaintiff,

v.

EAST BAY TIRE CO., a California
Corporation; EXPRESS SERVICES, INC., a
Colorado Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23CV008841

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Pay Proper Sick Pay (Lab. Code § 246);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff HUMBERTO MONTOYA (“Plaintiff”), on behalf of himself, all others similarly
2 situated, the State of California, and the general public, complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants EAST BAY
5 TIRE CO., a California Corporation; and DOES 1 through 50, inclusive, (collectively referred to as
6 “Defendants”) for alleged violations of the California Labor Code and California Business and
7 Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 8 a. failed to pay them overtime wages at the correct rate;
- 9 b. failed to pay them double time wages at the correct rate;
- 10 c. failed to pay them overtime and/or double time wages by failing to include all
11 applicable remuneration in calculating the regular rate of pay;
- 12 d. failed to provide them with meal periods;
- 13 e. failed to provide them with rest periods;
- 14 f. failed to pay them premium wages for missed meal and rest periods;
- 15 g. failed to pay them proper sick time pay;
- 16 h. failed to provide them with accurate written wage statements; and
- 17 i. failed to pay them all of their final wages following separation of employment.

18 Based on these alleged Labor Code violations, Plaintiff now brings this class and
19 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
20 restitution and related relief on behalf of himself, all others similarly situated, and the general public.

21 **JURISDICTION AND VENUE**

22 2. This Court has subject matter jurisdiction to hear this case because the monetary
23 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
24 of the Superior Court of the State of California.

25 3. Venue is proper in the County of Sacramento pursuant to Code of Civil Procedure
26 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
27 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
28 maintains offices, transacts business and/or has an agent therein.

4. Venue is proper in Sacramento County because Defendants' have at all times alleged herein, conducted business in Sacramento County, and throughout California. As such, venue is proper in any county in California.

PARTIES

5. Plaintiff HUMBERTO MONTOYA is, and at all relevant times mentioned herein, an individual residing in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges that Defendant EAST BAY TIRE CO., is, and at all relevant times mentioned herein, a California corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, owners, principals or co-participants of some or all of the other defendants, and in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent and ratification by such other defendants.

9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

10. This action has been brought and may be maintained as a class action pursuant to Code

of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

11. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

- a. **Hourly Employee Class:** All persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Hourly Employee Class”).
- b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- e. **Sick-Pay Class**
All persons employed by Defendants in California who, at any time from four years prior to the filing of this action and ending on the date that final judgment is entered in this action, worked for more than 30 days for Defendants, and were not paid for at least one hour of sick time for every 30 hours of work thereafter, or at least 3 days of sick time for every 12-month period of employment.
- f. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- g. **Commission Wage Statement Sub-Class**
All **Hourly Employee Class** members who earned commissions and/or preformance-based non-descretionary bonus pay during the one year prior to the filing of this action and ending on the date that final judgment is entered in this action
- h. **UCL Class:** All **Hourly Employee Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

1 13. **Numerosity**: The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number of
3 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
4 exceeds the minimum required for numerosity under California law.

5 14. **Commonality and Predominance**: Common questions of law and fact exist as to all
6 class members and predominate over any questions which affect only individual class members.
7 These common questions include, but are not limited to:

- 8 a. Whether Defendants maintained a policy or practice of failing to provide
9 employees with their rest periods;
- 10 b. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their meal periods;
- 12 c. Whether Defendants failed to pay premium wages to class members when they
13 have not been provided with meal and rest periods at the appropriate rates of pay;
- 14 d. Whether Defendants failed to pay minimum and/or overtime wages to class
15 members for all time worked;
- 16 e. Whether Defendants fails to pay proper sick time pay;
- 17 f. Whether Defendants failed to provide class members with accurate written wage
18 statements as a result of providing them with written wage statements with
19 inaccurate entries for, among other things, amounts of gross and net wages, and
20 total hours worked;
- 21 g. Whether Defendants applied policies or practices that result in late and/or
22 incomplete final wage payments;
- 23 h. Whether Defendants are liable to class members for waiting time penalties under
24 Labor Code section 203; and
- 25 i. Whether class members are entitled to restitution of money or property that
26 Defendants may have acquired from them through unfair competition;

27 15. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff
28 is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to

1 comply with the California Labor Code and Business and Professions Code as alleged in this
2 Complaint.

3 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in
4 that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class
5 members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly
6 and adequately represent and protect the interests of the other class members.

7 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
8 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
9 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
10 of Plaintiff and absent class members.

11 18. **Superiority:** A class action is vastly superior to other available means for fair and
12 efficient adjudication of the class members' claims and would be beneficial to the parties and the
13 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
14 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
15 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
16 due to many individual class members are likely to be relatively small and would thus make it difficult,
17 if not impossible, for individual class members to both seek and obtain relief. Moreover, a class
18 action will serve an important public interest by permitting class members to effectively pursue the
19 recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
20 or contradictory judgments inherent in individual litigation.

21 **GENERAL ALLEGATIONS**

22 19. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
23 statutory periods.

24 20. Defendants had a common policy and practice of systemically failing to pay Plaintiff
25 and Class members proper wages and overtime for all hours worked, at the proper rates of pay.

26 21. Plaintiff and Class Members were consistently required to perform work, off-the-
27 clock, for which they were not paid wages. Specifically, Plaintiff and Class Members were
28 systemically required to perform work-related tasks during unpaid meal periods, when such meal

1 periods were provided, for which no wages were paid.

2 22. This uncompensated time caused Plaintiff and Class Members to work in excess of
3 eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week, entitling Plaintiff
4 and Class Members to minimum and overtime wages, which they were systemically denied.

5 23. Additionally, Defendants failed to pay Plaintiff and Class Members at the proper
6 overtime and double-time rates of pay. Plaintiff and Class Members earned commission wages and/or
7 performance-based non-discretionary bonus wages under Defendants' employ. However, these
8 earnings were factored into nor blended into Plaintiff and Class Members' regular rates of pay, and
9 respective overtime and double-time rates of pay, when Plaintiff and Class Members worked in excess
10 of eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week.

11 24. Finally, Plaintiff and Class Members were required to remain on-call outside of their
12 usual scheduled shifts, and remain readily available to work, immediately upon Defendants' requests.
13 Plaintiff and Class Members were not left free and unrestricted during on-call working hours, and
14 were not free to pursue personal interests without restriction. Plaintiff and Class Members were never
15 paid stipends for either controlled or uncontrolled on-call or stand-by working hours.

16 25. Defendants had a common policy and practice of systemically denying Plaintiff and
17 Class Members the opportunity to take meal periods in compliance with the California Law.
18 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
19 opportunity to take timely meal periods prior to the completion of their fifth hour of work and were
20 not relieved of all work duties during unpaid meal periods and were required to keep working during
21 meal breaks.

22 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
23 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
24 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
25 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
26 Defendants' practice of requiring putative class members to continue working through their meal and
27 rest periods due to the excessive workload.

28 27. Defendants had a common policy and practice of systemically denying Plaintiff and

1 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
2 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
3 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
4 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
5 no formal compliant written rest period policy that encouraged employees to take their rest periods,
6 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
7 and practice of requiring putative class members to continue working through their rest breaks.

8 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
9 wages at their appropriate regular rates of pay for each meal and rest period denied.

10 29. Plaintiff and Class Members were not provided with accurate wage statements as
11 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
12 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
13 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
14 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
15 or other indelible form."

16 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
17 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

18 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
19 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
20 not included.

21 32. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
22 were not accurately reflected in that: all hours worked, including overtime, were not included.

23 33. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at each
25 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
26 overtime, were not included.

27 34. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay
28 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.

1 Plaintiff's and Class Members' wage statement were only provided in electronic format in violation
2 of Labor Code § 226.

3 35. Finally, Defendants had a common policy and practice of systemically failing to pay
4 Plaintiff and Class Members the requisite sick time pay in accordance with California Law.
5 Specifically, Plaintiff and Class Members worked for Defendants for more than 30 days, but were not
6 paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every
7 12 month period of work. Additionally, the sick pay paid to Plaintiff and Class Members did not
8 account for the commission wages and/or performance-based non-discretionary bonus wages, which
9 were never factored into the rate upon which sick pay was accrued and paid.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PROVIDE MEAL PERIODS**

12 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

13 **(Plaintiff and Meal Period Sub-Class)**

14 36. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
15 fully alleged herein.

16 37. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
17 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
18 Code and the applicable Industrial Welfare Commission Wage Order.

19 38. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
20 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
21 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
22 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
23 minutes for each work period of ten hours.

24 39. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
25 Commission Wage Order ("Wage Order") both prohibit employers from requiring employees to work
26 during required meal periods and require employers to pay non-exempt employees an hour of
27 premium wages on each workday that the employee is not provided with the required meal period.

28 40. Compensation for missed meal periods constitutes wages within the meaning of Labor

1 Code section 200.

2 41. Labor Code section 1198 makes it unlawful to employ a person under conditions that
3 violate the applicable Wage Order.

4 42. Section 11 of the applicable Wage Order states:

5 “No employer shall employ any person for a work period of more than five (5) hours
6 without a meal period of not less than 30 minutes, except that when a work period of
7 not more than six (6) hours will complete the day’s work the meal period may be
8 waived by mutual consent of the employer and employee. Unless the employee is
9 relieved of all duty during a 30 minute meal period, the meal period shall be considered
10 an ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal period shall
11 be permitted only when the nature of the work prevents an employee from being
12 relieved of all duty and when by written agreement between the parties an on-the-job
13 paid meal period is agreed to. The written agreement shall state that the employee
14 may, in writing, revoke the agreement at any time.”

15 43. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
16 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
17 members were not subject to valid on-duty meal period agreements with Defendants.

18 44. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
20 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
21 hour work period, as required by Labor Code section 512 ad the applicable Wage Order. Specifically,
22 due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class** members were
23 denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work
24 and were not relieved of all work duties during unpaid meal periods and were required to keep
25 working during meal breaks.

26 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,
27 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
28 **Class** members when they worked five (5) hours without clocking out for any meal period.

46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
Sub-Class with a second meal period when they worked shifts of ten or more hours and failed to pay
them premium wages as required by Labor Code 512 and the applicable Wage Order.

1 47. Moreover, Defendants written policies fail to inform Meal period Class Members of
2 their meal period rights under the Labor Code and applicable Wage Orders.

3 48. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
4 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
5 regular rates of pay when required meal periods were not provided.

6 49. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
7 himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest
8 thereon, and costs of suit.

9 50. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
10 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
11 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST PERIODS**

14 **(Lab. Code §§ 204, 223, 226.7 and 1198)**

15 **(Plaintiff and Rest Period Sub-Class)**

16 51. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
17 herein.

18 52. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been
19 non-exempt employees of Defendants entitled to the full rest period protections of both the Labor
20 Code and the applicable Wage Order.

21 53. Section 12 of the applicable Wage Order imposes an affirmative obligation on
22 employers to permit and authorize employees to take required rest periods at a rate of no less than ten
23 minutes of net rest time for each four hour work period, or major fraction thereof, that must be in the
24 middle of each work period insofar as practicable.

25 54. Labor Code section 226.7 and Section 12 of the applicable Wage Order both prohibit
26 employers from requiring employees to work during required rest periods and require employers to
27 pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each
28 workday that the employee is not provided with the required rest period(s).

1 55. Compensation for missed rest periods constitutes wages within the meaning of Labor
2 Code section 200.

3 56. Labor Code section 1198 makes it unlawful to employ a person under conditions that
4 violate the Wage Order.

5 57. Plaintiff alleges that, at all relevant times during the applicable limitations period,
6 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
7 with net rest period of at least ten uninterrupted minutes for each four hour work period, or major
8 fraction thereof, as required by the applicable Wage Order.

9 58. Plaintiff and **Rest Period Sub-Class** members were not provided with rest periods of
10 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
11 Defendants' policy of not scheduling each rest period as part of each work shift, including second
12 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
13 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
14 members of their rest period rights; (3) Defendants' policy and practice of requiring **Rest Period**
15 **Sub-Class** members to continue working through their rest breaks due to the excessive workload and
16 maintaining and monitoring their cellular phones during breaks.

17 59. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
18 members additional premium wages when required rest periods were not provided.

19 60. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
20 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
21 costs of suit.

22 61. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
23 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
24 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

3 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

4 **(Plaintiff and Hourly Employee Class)**

5 62. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
6 herein.

7 63. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
8 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
9 applicable Wage Order.

10 64. Section 2 of the applicable Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of the employer, and includes all the time the employee
12 is suffered or permitted to work, whether or not required to do so.”

13 65. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
14 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
15 that an employer has actual or constructive knowledge that employees are working.

16 66. Labor Code section 1194 invalidates any agreement between an employer and an
17 employee to work for less than the minimum or overtime wage required under the applicable Wage
18 Order.

19 67. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
20 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
21 to the underlying unpaid minimum wages and interest thereon.

22 68. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
23 than the minimum wage required under the applicable Wage Order for all hours worked during a
24 payroll period.

25 69. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
26 person acting either individually or as an officer, agent or employee of another person, to pay an
27 employee, or cause an employee to be paid, less than the applicable minimum wage.

28 70. Labor Code section 1198 makes it unlawful for employers to employ employees under

1 conditions that violate the applicable Wage Order.

2 71. Labor Code section 204 requires employers to pay non-exempt employees their earned
3 wages for the normal work period at least twice during each calendar month on days the employer
4 designates in advance and to pay non-exempt employees their earned wages for labor performed in
5 excess of the normal work period by no later than the next regular payday.

6 72. Labor Code section 223 makes it unlawful for employers to pay their employees lower
7 wages than required by contract or statute while purporting to pay them legal wages.

8 73. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
9 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
10 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
11 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
12 consecutive day of one workweek.

13 74. Labor Code section 510 and Section 3 of the applicable Wage Order also require
14 employers to pay non-exempt employees overtime wages of no less than two times their respective
15 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
16 worked in excess of eight hours on a seventh consecutive workday during the workweek.

17 75. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
18 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
19 working conditions and compensation arrangements.

20 76. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
21 **Employee Class** members for all time worked, including but not limited to, overtime hours at
22 statutory and/or agreed rates.

23 77. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
24 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**
25 members were consistently required to perform work, off-the-clock, for which they were not paid
26 wages. Specifically, Plaintiff and **Hourly Employee Class** members were systemically required to
27 perform work-related tasks during unpaid meal periods, when such meal periods were provided, for
28 which no wages were paid.

1 78. Finally, Plaintiff and **Hourly Employee Class** members were required to remain on-
2 call outside of their usual scheduled shifts, and remain readily available to work, immediately upon
3 Defendants' requests. Plaintiff and **Hourly Employee Class** members were not left free and
4 unrestricted during on-call working hours, and were not free to pursue personal interests without
5 restriction. Plaintiff and **Hourly Employee Class** members were never paid stipends for either
6 controlled or uncontrolled on-call or stand-by working hours.

7 79. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
8 work in excess of eight (8), ten (10) and/or twelve(12) hours a day and/or forty (40) hours a week,
9 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
10 they were systemically denied.

11 80. Additionally, Defendants failed to pay Plaintiff and **Hourly Employee Class** members
12 at the proper overtime and double-time rates of pay. Plaintiff and **Hourly Employee Class** members
13 earned commission wages and/or performance-based non-discretionary bonus wages under
14 Defendants' employ. However, these earnings were factored into nor blended into Plaintiff **Hourly**
15 **Employee Class** members' regular rates of pay, and respective overtime and double-time rates of
16 pay, when Plaintiff and **Hourly Employee Class** members worked in excess of eight (8), ten (10)
17 and/or twelve(12) hours a day and/or forty (40) hours a week.

18 81. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
19 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
20 full amount of wages earned during each pay period during the applicable limitations period,
21 including overtime wages.

22 82. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
23 behalf of himself and **Hourly Employee Class** members, seek to recover unpaid straight time and
24 overtime wages, interest thereon and costs of suit.

25 83. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
26 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
27 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

28 ///

FOURTH CAUSE OF ACTION
FAILURE TO PAY PROPER SICK PAY

(Lab. Code § 246)

(Plaintiff and Sick Pay Class)

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

85. Labor Code Section 246 affords an employee “who works in California for 30 or more days within a year from the commencement of employment [] paid sick days . . . of not less than one hour per every 30 hours worked” and “no less than 24 hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period.”

86. Additionally, Subsection (l) of Section 246 provides:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

87. Defendants had a common policy and practice of systemically failing to pay Plaintiff and **Sick Pay Class** Members the requisite sick time pay in accordance with California Law. Specifically, Plaintiff and **Sick Pay Class** Members worked for Defendants for more than 30 days, but were not paid at least one hour of sick pay for every 30 hours of work, or at least 3 days of sick time for every 12 month period of work. Additionally, the sick pay paid to Plaintiff and **Sick Pay Class** Members did not account for the commission wages and/or performance-based non-discretionary bonus wages, which were never factored into the rate upon which sick pay was accrued and paid.

88. Therefore, **Sick Pay Class** Members are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties

pursuant to Labor Code § 558(a).

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS

(Lab. Code § 226)

(Plaintiff and Wage Statement Penalties Sub-Class)

89. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged herein.

90. Labor Code section 226(a) states:

“An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.”

91. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the “detachable part of the check” provision and the “accurate itemized statement in writing” provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee retains the right to elect to receive a written paper stub or record and that those who are provided with electronic wage statements retain the ability to easily access the information and convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

92. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
2 wage statements as described above. Additionally, the wage statements issued to class members
3 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
4 above.

5 93. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
6 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
7 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statement were only
8 provided in electronic format in violation of Labor Code § 226.

9 94. Additionally, the wage statements issued to the **Commission Wage Statement Sub-**
10 **Class** members failed to state the proper overtime and double-time rates of pay for commission
11 payments

12 95. Plaintiff is informed and believes that Defendants' failure to provide him, **Wage**
13 **Statement Class** members, and **Commission Wage Statement Sub-Class** with accurate written
14 wage statements were intentional in that Defendants have the ability to provide them with accurate
15 wage statements but have intentionally provided them with written wage statements that Defendants
16 have known do not comply with Labor Code section 226(a).

17 96. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
18 Defendants have violated their legal rights to receive accurate wage statements and have misled them
19 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
20 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
21 discovery and mathematical computations to determine the amount of wages owed, has caused
22 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
23 submission of inaccurate information about wages and deductions to federal and state government
24 agencies.

25 97. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
26 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
27 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
28 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of

1 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

4 **(Lab. Code §§ 201-203)**

5 **(Plaintiff and Waiting Time Penalties Sub-Class)**

6 98. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
7 herein.

8 99. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
9 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
10 earned and unpaid before termination or resignation.

11 100. At all relevant times, pursuant to Labor Code section 201, employees who have been
12 discharged have been entitled to payment of all final wages immediately upon termination.

13 101. At all relevant times, pursuant to Labor Code section 202, employees who have
14 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
15 payment of all final wages at the time of resignation.

16 102. Plaintiff is informed and believes that, at all relevant time during the applicable
17 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
18 members all of their final wages in accordance with the Labor Code.

19 103. Plaintiff is informed and believes that, at all relevant times during the applicable
20 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
21 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
22 sections 201 or 202 by failing to timely pay them all final wages.

23 104. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
24 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
25 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
26 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
27 requirements.

28 105. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and

1 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
2 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

3 106. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
4 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
5 **Class** members, seek awards of reasonable attorneys' fees and costs.

6 **SEVENTH CAUSE OF ACTION**

7 **UNFAIR COMPETITION**

8 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

9 **(Plaintiff and UCL Class)**

10 107. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
11 herein.

12 108. Business and Professions Code section 17200 defines "unfair competition" to include
13 any unlawful business practice.

14 109. Business and Professions Code section 17203-17204 allow a person who has lost
15 money or property as a result of unfair competition to bring a class action in accordance with Code
16 of Civil Procedure section 382 to recover money or property that may have been acquired from
17 similarly situated persons by means of unfair competition.

18 110. California law requires employers to pay hourly, non-exempt employees for all hours
19 they are permitted or suffered to work, including hours that the employer knows or reasonable should
20 know that employees have worked.

21 111. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,
22 SECOND, THIRD, and FOURTH, causes of action herein.

23 112. Plaintiff lost money or property as a result of the aforementioned unfair competition.

24 113. Defendants have or may have acquired money by means of unfair competition.

25 114. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
26 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
27 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 1199
28 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged

1 herein.

2 115. Defendants have committed criminal conduct through their policies and practices of,
3 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
4 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
5 and proper sick time pay.

6 116. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
7 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
8 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
9 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
10 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
11 similarly situated persons in a class action proceeding.

12 117. As a result of Defendants' violations of the Labor Code during the applicable
13 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
14 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

15 118. Plaintiff is informed and believes that other similarly situated persons have been
16 subject to the same unlawful policies or practices of Defendants.

17 119. Due to the unfair and unlawful business practices in violation of the Labor Code,
18 Defendants have gained a competitive advantage over other comparable companies doing business in
19 the State of California that comply with their legal obligations.

20 120. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
21 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates
22 or is considered unlawful under any other state or federal law.

23 121. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
24 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
25 Defendants, and each of them, and their agents and employees, from further violations of the Labor
26 Code and applicable Wage Orders.

27 122. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
28 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining

1 Defendants, and each of them, and their agents and employees, from further violations of the Labor
2 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
3 order permanently enjoining Defendants, and each of them, and their respective agents and
4 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
5 Wage Orders.

6 123. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
7 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
8 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
9 and unfair business practices.

10 124. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
11 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
12 reasonable attorneys' fees in connection with their unfair competition claims.

13 125. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
14 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
15 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
16 and unfair business practices.

17 126. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
18 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
19 reasonable attorneys' fees in connection with their unfair competition claims.

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 127. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 128. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 246, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12,
7 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, and 2699, *et seq.*¹

8 129. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 130. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 131. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
22 investigate.

23 132. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 246,

25 _____
26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, and 1198:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 246, 1174, 1194, and
3 1198, one hundred dollars (\$100) for each employee per pay period for each
4 initial violation and two hundred dollars (\$200) for each employee per pay
5 period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

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

- a. An order that the action be certified as a class action;
- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Restitution;
- h. Declaratory relief;
- i. Pre-judgment interest;

- j. Statutory penalties;
- k. Civil penalties;
- l. Costs of suit;
- m. Reasonable attorneys' fees; and
- n. Such other relief as the Court deems just and proper.

Dated: November 22, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
HUMBERTO MONTOYA, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: November 22, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
HUMBERTO MONTOYA, 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] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

[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.

Executed on November 22, 2023, at Glendale, California.

Jordan Floyd