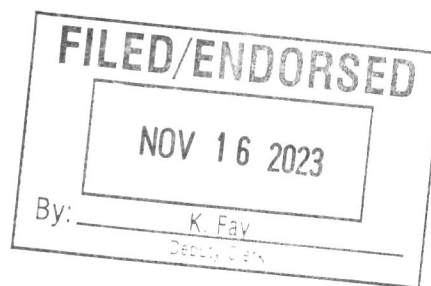


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Attorneys for Plaintiff MARDENA McPHAIL,
on behalf of himself and all others similarly situated

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

MARDENA McPHAIL, on behalf of
herself and all others similarly situated,

Plaintiffs,

v.

THE GOLDEN 1 CREDIT UNION, a
California non-profit corporation; and
DOES 1 to 10, inclusive,

Defendants.

CLASS ACTION

Case No. 23CV008333

FIRST AMENDED COMPLAINT FOR:

1. FAILURE TO PAY ALL OVERTIME WAGES AT THE LEGAL OVERTIME PAY RATE;
2. FAILURE TO PROVIDE ALL MEAL PERIODS;
3. FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE;
4. FAILURE TO FULLY REIMBURSE WORK EXPENSES;
5. DERIVATIVE FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;
6. INDEPENDENT FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS;
7. DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202;
8. INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202;
9. PENALTIES UNDER LABOR CODE 2699; AND
10. UNFAIR BUSINESS PRACTICES

DEMAND FOR JURY TRIAL

Honorable Lauri Damrell
Department 28

Action filed: September 11, 2023
Trial date: None Set

BY FAX

1 Plaintiff Mardena McPhail, an individual on behalf of herself and all others similarly
2 situated (collectively referred to as “Plaintiffs”), hereby files this First Amended Complaint
3 against Defendant The Golden 1 Credit Union and DOES 1 to 10 (collectively referred to as
4 “Defendants”). Plaintiffs are informed and believe, and on the basis of that information and belief,
5 allege as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California
9 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
10 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
11 principles.

12 2. Plaintiffs’ action seeks monetary damages including full restitution from
13 Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part,
15 within the time period from four years preceding the filing of the original Complaint herein,
16 plus 179 days under Cal. Rules of Court, Appendix I, Emergency Rule No. 9, up to and through
17 the time of trial for this matter although this should not automatically be considered the statute of
18 limitations for any cause of action herein.

19 **RELEVANT JOB TITLES**

20 4. For introductory and general information only (and not to be considered a
21 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
22 employees who were subjected to Defendants’ policies and practices as described herein. Any
23 differences in job activities between the different individuals in these positions were and are
24 legally insignificant to the issues presented by this action.

25 **SUMMARY OF CLAIMS**

26 5. With regard to Defendants’ non-exempt employees, Defendants have:

- 27 a. Failed to pay all overtime wages at the legal overtime pay rate;
28 b. Failed to provide all legally-required meal periods;

- c. Failed to pay meal penalty premium wages at the legal pay rate;
- d. Failed to reimburse for all work-related expenses;
- e. Derivatively failed to timely furnish accurate itemized wage statements;
- f. Independently failed to timely furnish accurate itemized wage statements;
- g. Derivatively violated Labor Code §§ 201-202;
- h. Independently violated Labor Code §§ 201-202; and
- i. Incurred penalties under Labor Code §§ 2698, et seq.; and
- j. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF MARDENA McPHAIL

6. Plaintiff Mardena McPhail is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Mardena McPhail worked for Defendants as a non-exempt employee from approximately February 22, 2022 to February 27, 2023 in Defendants' California location in Sacramento, California, which is in Sacramento County, California.

8. Plaintiff Mardena McPhail seeks recovery herein from Defendants because with regard to Plaintiff Mardena McPhail, while acting for Defendants in her capacity as a non-exempt employee, Defendants have:

- a. Failed to pay all overtime wages at the legal overtime pay rate;
- b. Failed to provide all legally-required meal periods;
- c. Failed to pay meal penalty premium wages at the legal pay rate;
- d. Failed to reimburse for all work-related expenses;
- e. Derivatively failed to timely furnish accurate itemized wage statements;
- f. Independently failed to timely furnish accurate itemized wage statements;
- g. Derivatively violated Labor Code §§ 201-202;
- h. Independently violated Labor Code §§ 201-202; and
- i. Incurred penalties under Labor Code §§ 2698, et seq.; and

1 j. Conducted unfair business practices.

2 DEFENDANT THE GOLDEN 1 CREDIT UNION

3 9. Defendant The Golden 1 Credit Union, is now and/or at all times mentioned in
4 this Complaint was a California non-profit corporation and the owner and operator of an
5 industry, business and/or facility licensed to do business and actually doing business in the State
6 of California.

7 DOES 1 TO 10, INCLUSIVE

8 10. DOES 1 to 10, inclusive, are now and/or at all times mentioned in this Complaint
9 were licensed to do business and/or actually doing business in California.

10 11. Plaintiffs do not know the true names or capacities, whether individual, partner or
11 corporate, of DOES 1 to 10, inclusive and for that reason, DOES 1 to 10 are sued under such
12 fictitious names under California Code of Civil Procedure § 474.

13 12. Plaintiffs will seek leave of court to amend this Complaint to allege such names and
14 capacities as soon as they are ascertained.

15 ALL DEFENDANTS

16 13. Defendants, and each of them, are now and/or at all times mentioned in this
17 Complaint were in some manner legally responsible for the events, happenings, and circumstances
18 alleged in this Complaint.

19 14. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful
20 practices, wrongs, complaints, injuries, and/or damages alleged in this Complaint.

21 15. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were the agents, servants, and/or employees of some or all other Defendants, and
23 vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all
24 times mentioned in this Complaint were acting within the course and scope of that agency,
25 servitude, and/or employment.

26 16. Defendants, and each of them, are now and/or at all times mentioned in this
27 Complaint were members of and/or engaged in a joint venture, partnership, and common
28 enterprise, and were acting within the course and scope and in pursuance of said joint venture,

1 partnership, and common enterprise.

2 17. Defendants, and each of them, at all times mentioned in this Complaint concurred
3 and contributed to the various acts and omissions of each and every one of the other Defendants
4 in proximately causing the complaints, injuries, and/or damages alleged in this Complaint.

5 18. Defendants, and each of them, at all times mentioned in this Complaint approved
6 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
7 this Complaint.

8 19. Defendants, and each of them, at all times mentioned in this Complaint aided and
9 abetted the acts and omissions of each and every one of the other Defendants thereby
10 proximately causing the damages alleged in this Complaint.

11 III.

12 JURISDICTION AND VENUE

13 20. The California Superior Court has jurisdiction in this matter due to Defendants'
14 aforementioned violations of California statutory law and/or related common law principles.

15 21. The California Superior Court also has jurisdiction in this matter because both the
16 individual and aggregate monetary damages and restitution sought herein exceed the minimal
17 jurisdictional limits of the Superior Court and will be established at trial, according to proof.

18 22. The California Superior Court also has jurisdiction in this matter because during
19 their employment with Defendants, Plaintiff Mardena McPhail and the members of the putative
20 Classes herein were all California citizens and Defendant The Golden 1 Credit Union, is a
21 California non-profit corporation. Further, there is no federal question at issue, as the issues herein
22 are based solely on California statutes and law.

23 23. Venue is proper in Sacramento County under Code of Civil Procedure § 395(a) and
24 Code of Civil Procedure § 395.5 in that liability arose there because at least some of the
25 transactions that are the subject matter of this Complaint occurred therein and/or each Defendant
26 either is found, maintains offices, transacts business, and/or has an agent therein.

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IV.

CLASS ACTION ALLEGATIONS

24. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

25. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

- a. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding the calculation of overtime pay as specifically described herein (hereinafter, the “Overtime Rate Class”);
- b. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding meal periods as specifically described herein (hereinafter, the “Meal Period Class”);
- c. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding the payment of meal and/or rest period penalty premium wages as specifically described herein (hereinafter, the “Premium Rate Class”);
- d. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were subjected to Defendants’ policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the “Reimbursements Class”);
- e. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding itemized wage statements as

specifically described herein (hereinafter, the “Derivative Wage Statement Class”);

f. All California citizens employed by Defendants as non-exempt employees during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding itemized wage statements as specifically described herein (hereinafter, the “Independent Wage Statement Class”);

g. All formerly-employed California citizens employed by Defendants as non-exempt employees during the appropriate time period who were derivatively subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Derivative LC 203 Class”);

h. All formerly-employed California citizens employed by Defendants as non-exempt employees during the appropriate time period who were independently subjected to Defendants’ policies and practices regarding Labor Code § 203 and the payment of final wages as specifically described herein (hereinafter, the “Independent LC 203 Class”); and

i. All California citizens employed by Defendants as non-exempt employees during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

26. The Overtime Rate Class, Meal Period Class, Premium Rate Class, Reimbursements Class, Derivative Wage Statement Class, Independent Wage Statement Class, Derivative LC 203 Class, Independent LC 203 Class and 17200 Class are herein collectively referred to as the “Classes.”

27. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will formally define and designate a

1 class definition at such time when Plaintiffs seek to certify the Classes alleged herein.

2 28. Numerosity (Code of Civil Procedure § 382):

- 3 a. The potential quantity of members of the Classes as defined is so numerous
4 that joinder of all members is unfeasible and impractical;
- 5 b. The disposition of the claims of the members of the Classes through this class
6 action will benefit both the parties and this Court;
- 7 c. The quantity of members of the Classes is unknown to Plaintiffs at this time;
8 however, it is estimated that the membership of the Classes numbers greater
9 than 100 individuals; and
- 10 d. The quantity and identity of such membership is readily ascertainable via
11 inspection of Defendants' records.

12 29. Superiority (Code of Civil Procedure § 382): The nature of this action and the
13 nature of the laws available to Plaintiffs make the use of the class action format particularly
14 efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein,
15 as follows:

- 16 a. California has a public policy that encourages the use of the class action
17 device;
- 18 b. By establishing a technique whereby the claims of many individuals can be
19 resolved at the same time, the class suit both eliminates the possibility of
20 repetitious litigation and provides small claimants with a method of obtaining
21 redress for claims which would otherwise be too small to warrant individual
22 litigation;
- 23 c. This case involves large corporate Defendants and a large number of
24 individual Class members with many relatively small claims and common
25 issues of law and fact;
- 26 d. If each individual member of the Classes was required to file an individual
27 lawsuit, the large corporate Defendants would necessarily gain an
28 unconscionable advantage because Defendants would be able to exploit and

1 overwhelm the limited resources of each individual member of the Classes
2 with Defendants' vastly superior financial and legal resources;

- 3 e. Requiring each individual member of the Classes to pursue an individual
4 remedy would also discourage the assertion of lawful claims by the members
5 of the Classes who would be disinclined to pursue an action against
6 Defendants because of an appreciable and justifiable fear of retaliation and
7 permanent damage to their lives, careers, and well-being;
- 8 f. Proof of a common business practice or factual pattern, of which the members
9 of the Classes experienced, is representative of the Classes herein and will
10 establish the right of each of the members of the Classes to recover on the
11 causes of action alleged herein;
- 12 g. Absent class treatment, the prosecution of separate actions by the individual
13 members of the Classes, even if possible, would likely create:
- 14 i) a substantial risk of each individual plaintiff presenting in separate,
15 duplicative proceedings the same or essentially similar arguments and
16 evidence, including expert testimony;
 - 17 i) a multiplicity of trials conducted at enormous expense to both the
18 judicial system and the litigants;
 - 19 ii) inconsistent or varying verdicts or adjudications with respect to the
20 individual members of the Classes against Defendants;
 - 21 iii) potentially incompatible standards of conduct for Defendants; and
22 iv) potentially incompatible legal determinations with respect to
23 individual members of the Classes which would, as a practical matter,
24 be dispositive of the interest of the other members of the Classes who
25 are not parties to the adjudications or which would substantially
26 impair or impede the ability of the members of the Classes to protect
27 their interests.

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- 1 h. The claims of the individual members of the Classes are not sufficiently large
2 to warrant vigorous individual prosecution considering all of the concomitant
3 costs and expenses attendant thereto;
- 4 i. Courts seeking to preserve efficiency and other benefits of class actions
5 routinely fashion methods to manage any individual questions; and
- 6 j. The Supreme Court of California urges trial courts, which have an obligation
7 to consider the use of innovative procedural tools to certify a manageable
8 class, to be procedurally innovative in managing class actions.

9 30. Well-defined Community of Interest: Plaintiffs also meet the established
10 standards for class certification, as follows:

- 11 a. Typicality: The claims of Plaintiff Mardena McPhail are typical of the claims
12 of all members of the Classes she seeks to represent because all members of
13 the Classes sustained injuries and damages arising out of Defendants'
14 common course of conduct in violation of law and the injuries and damages of
15 all members of the Classes were caused by Defendants' wrongful conduct in
16 violation of law, as alleged herein.
- 17 b. Adequacy: Plaintiff Mardena McPhail:
- 18 i) is an adequate representative of the Classes she seeks to represent;
- 19 ii) will fairly protect the interests of the members of the Classes;
- 20 iii) has no interests antagonistic to the members of the Classes; and
- 21 iv) will vigorously pursue this suit via attorneys who are competent,
22 skilled and experienced in litigating matters of this type.
- 23 c. Predominant Common Questions of Law or Fact: There are common
24 questions of law and/or fact as to the members of the Classes which
25 predominate over questions affecting only individual members of the Classes,
26 including, without limitation:
- 27 i) Whether Defendants paid all overtime wages owed to the members of
28 the Overtime Rate Class at the appropriate overtime pay rate;

- ii) Whether Defendants failed and continue to fail to provide legally-required meal periods to the members of the Meal Period Class in violation of the Labor Code and Section 11 of the IWC Wage Orders;
- iii) Whether Defendants paid the legal and appropriate pay rate for meal and/or rest period penalty premium wages to the members of the Premium Rate Class;
- iv) Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- v) Whether Defendants derivatively failed to timely furnish accurate, itemized, and legal wage statements to the members of the Derivative Wage Statement Class;
- vi) Whether Defendants independently failed to timely furnish accurate, itemized, and legal wage statements to the members of the Independent Wage Statement Class;
- vii) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- viii) Whether Defendants are independently liable regarding late checks under Labor Code § 203 to the members of the Independent LC 203 Class;
- ix) Whether Defendants' conduct constitutes unfair business practices within the meaning of Business & Professions Code §§ 17200, et seq.;
- x) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xi) Whether the members of the Classes are entitled to injunctive relief;
- xii) Whether the members of the Classes are entitled to restitution; and
- xiii) Whether Defendants are liable for attorneys' fees and costs.

31. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action.

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME

WAGES AT THE LEGAL OVERTIME PAY RATE

(On Behalf of the Overtime Rate Class)

(Against All Defendants)

32. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

33. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their work.

34. Labor Code § 510(a) states in pertinent part, “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek ... shall be compensated at the rate of no less than one and one-half times the regular rate of pay for any employee.”

35. The “regular rate of pay” includes “all [applicable] remuneration paid to, or on behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial Welfare Commission applies this standard for determining an employee’s regular rate of pay for overtime calculation purposes.

36. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

37. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid wages, including straight time and overtime, in a timely fashion for their

1 work.

2 38. Defendants, as a matter of established company policy and procedure, at each and
3 every one of the individual facilities owned and/or operated by Defendants, consistently:

- 4 a) Administered a uniform company policy and practice regarding the
5 payment of wages, including overtime and bonuses, to the members of
6 the Overtime Rate Class;
- 7 b) Scheduled and/or required the members of the Overtime Rate Class to
8 work in excess of eight hours per workday and/or in excess of forty
9 hours per workweek;
- 10 c) Paid the members of the Overtime Rate Class nondiscretionary
11 remuneration including but not limited to bonuses; and
- 12 d) Failed to pay the members of the Overtime Rate Class for all work
13 accomplished in excess of forty hours per week at the appropriate
14 overtime rate, reflecting all applicable forms of remuneration,
15 including but not limited to said bonuses, as required by law.

16 39. Defendants' pattern, practice and uniform administration of corporate policy
17 regarding illegal employee compensation as described herein is unlawful and creates an
18 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime
19 Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums
20 owing.

21 40. That calculation of individual damages for the members of the Overtime Rate
22 Class may at some point be required does not foreclose the possibility of taking common
23 evidence on questions regarding their entitlement to overtime compensation.

24 41. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
25 the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

26 42. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate
27 Class request that the Court award reasonable attorneys' fees and costs incurred by them in this
28 action.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ALL MEAL PERIODS**

3 **(On Behalf of the Meal Period Class)**

4 **(Against All Defendants)**

5 43. Plaintiffs incorporate by reference and reallege each and every one of the
6 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
7 forth herein.

8 44. Labor Code § 226.7(b) provides that “An employer shall not require an employee
9 to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
10 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational
11 Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

12 45. Labor Code § 512 provides that “An employer may not employ an employee for a
13 work period of more than five hours per day without providing the employee with a meal period
14 of not less than 30 minutes, except that if the total work period per day of the employee is no
15 more than six hours, the meal period may be waived by mutual consent of both the employer and
16 employee. An employer may not employ an employee for a work period of more than 10 hours
17 per day without providing the employee with a second meal period of not less than 30 minutes,
18 except that if the total hours worked is no more than 12 hours, the second meal period may be
19 waived by mutual consent of the employer and the employee only if the first meal period was not
20 waived.”

21 46. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or
22 amend working condition orders with respect to break periods, meal periods, and days of rest for
23 any workers in California consistent with the health and welfare of those workers.”

24 47. Section 11(C) of the IWC Wage Orders provides that “Unless the employee is
25 relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on
26 duty” meal period and counted as time worked. An “on duty” meal period shall be permitted
27 only when the nature of the work prevents an employee from being relieved of all duty and when
28 by written agreement between the parties an on-the-job paid meal period is agreed to. The

1 written agreement shall state that the employee may, in writing, revoke the agreement at any
2 time.”

3 48. Section 11(D) of the IWC Wage Order(s) provides “If an employer fails to
4 provide an employee a meal period in accordance with the applicable provisions of this order, the
5 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of
6 compensation for each workday that the meal period is not provided.”

7 49. On one or more occasions, the members of the Meal Period Class worked over
8 five hours per shift and therefore were entitled to an uninterrupted meal period of not less than
9 30 minutes prior to exceeding five hours of employment.

10 50. Further, on one or more occasions, some members of the Meal Period Class
11 worked over 10 hours per shift and therefore were entitled to an uninterrupted second meal
12 period of not less than 30 minutes prior to exceeding 10 hours of employment.

13 51. The members of the Meal Period Class did not validly or legally waive their meal
14 periods, by mutual consent with Defendants or otherwise.

15 52. The members of the Meal Period Class did not enter into any written agreement
16 with Defendants agreeing to an on-the-job paid meal period.

17 53. As a matter of Defendants’ established company policy, Defendants failed to
18 always comply with the meal period requirements established by Labor Code §§ 226.7, 512, and
19 516 and Section 11 of the IWC Wage Order(s) by failing to always provide the members of the
20 Meal Period Class with a first and in some cases a second legally compliant meal period.

21 54. Under Section 11(D) of the IWC Wage Order(s) and Labor Code § 226.7(c),
22 which states “If an employer fails to provide an employee a meal or rest or recovery period in
23 accordance with a state law, including, but not limited to, an applicable statute or applicable
24 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
25 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
26 pay the employee one additional hour of pay at the employee's regular rate of compensation for
27 each workday that the meal or rest or recovery period is not provided,” the members of the Meal
28 Period Class are entitled to damages in an amount equal to one additional hour of pay at each

1 employee's regular rate of compensation for each work day that one or more meal periods were
2 not provided to them, in a sum to be proven at trial.

3 55. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal
4 Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PAY PREMIUM WAGES AT THE LEGAL PAY RATE**

7 **(On Behalf of the Premium Rate Class)**

8 **(Against All Defendants)**

9 56. Plaintiffs incorporate by reference and reallege each and every one of the
10 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
11 forth herein.

12 57. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
13 amend working condition orders with respect to break periods, meal periods, and days of rest for
14 any workers in California consistent with the health and welfare of those workers."

15 58. Section 11(C) of the IWC Wage Orders provides that "Unless the employee is
16 relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on
17 duty" meal period and counted as time worked. An "on duty" meal period shall be permitted
18 only when the nature of the work prevents an employee from being relieved of all duty and when
19 by written agreement between the parties an on-the-job paid meal period is agreed to. The
20 written agreement shall state that the employee may, in writing, revoke the agreement at any
21 time."

22 59. Section 11(D) of the IWC Wage Order(s) provides that "If an employer fails to
23 provide an employee a meal period in accordance with the applicable provisions of this order, the
24 employer shall pay the employee one (1) hour of pay at the employee's regular rate of
25 compensation for each workday that the meal period is not provided."

26 60. The "regular rate of pay" includes "all [applicable] remuneration paid to, or on
27 behalf of the employee." (29 U.S.C. § 207(3).) The California Industrial Welfare Commission
28 applies this standard for determining an employee's regular rate of pay for overtime calculation

1 purposes.

2 61. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, states in pertinent
3 part, “Under California law, employers must provide employees with overtime pay when
4 employees work more than a certain amount of time. ... To calculate overtime pay, [Labor Code]
5 section 510(a) requires an employer to compensate an employee by a multiple of the employee’s
6 ‘regular rate of pay.’ ... If an employer does not provide an employee with a compliant meal,
7 rest, or recovery period, section 226.7, subdivision (c) (section 226.7(c)) requires the employer to
8 ‘pay the employee one additional hour of pay at the employee’s regular rate of compensation.’
9 The question here is whether the Legislature intended ‘regular rate of compensation’ under
10 section 226.7(c) to have the same meaning as ‘regular rate of pay’ under section 510(a), such that
11 the calculation of premium pay for a noncompliant meal, rest, or recovery period, like the
12 calculation of overtime pay, must account for not only hourly wages but also other
13 nondiscretionary payments for work performed by the employee. We hold that the terms are
14 synonymous: ‘regular rate of compensation’ under section 226.7(c), like ‘regular rate of pay’
15 under section 510(a), encompasses all nondiscretionary payments, not just hourly wages.”

16 62. As a matter of Defendants’ established company policy, Defendants failed to
17 always comply with the meal period premium penalty payment requirements established by
18 *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§ 226.7, 512, and
19 516, and Section 11 and/or 12 of the IWC Wage Order(s).

20 63. Under Section 11(D) and/or Section 12 of the IWC Wage Order(s) and Labor
21 Code § 226.7(b)/(c), which states “if an employer fails to provide an employee a meal or rest
22 period in accordance with an applicable order of the Industrial Welfare Commission, the
23 employer shall pay the employee one additional hour of pay at the employee’s regular rate of
24 compensation for each work day that the meal or rest period is not provided,” the members of the
25 Premium Rate Class were entitled to damages in an amount equal to one additional hour of pay
26 at each employee’s regular rate of compensation for each work day that a meal period was not
27 provided, in a sum to be proven at trial.

28 ///

1 64. However, Defendants, as a matter of established company policy and procedure,
2 at each and every one of the individual facilities owned and/or operated by Defendants,
3 consistently:

- 4 a. Administered a uniform company policy and practice regarding the payment
5 of wages, including premium pay, to the members of the Premium Rate Class;
6 b. Paid the members of the Premium Rate Class meal period premium wages not
7 at the regular rate of pay, but at a base rate of pay or otherwise, and/or not
8 including “all [applicable] remuneration paid to, or on behalf of the
9 employee”; and
10 c. As such, failed to pay the members of the Premium Rate Class all
11 compensation owed, as required by law.

12 65. Defendants’ pattern, practice and uniform administration of corporate policy
13 regarding illegal employee compensation as described herein is unlawful and creates an
14 entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Premium
15 Rate Class, in a civil action, for the unpaid balance of the full amount of the meal period
16 premiums owing.

17 66. That calculation of individual damages for the members of the Premium Rate
18 Class may at some point be required does not foreclose the possibility of taking common
19 evidence on questions regarding their entitlement to overtime compensation.

20 67. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of
21 the Premium Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

22 68. Under Labor Code §§ 218.5 and/or 1194, the members of the Premium Rate Class
23 request that the Court award reasonable attorneys’ fees and costs incurred by them in this action.

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FOURTH CAUSE OF ACTION
FAILURE TO FULLY REIMBURSE WORK EXPENSES
(On Behalf of the Reimbursements Class)
(Against All Defendants)

69. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

70. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

71. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

72. As a matter of Defendants’ established company policy, the members of the Reimbursements Class were and are required by Defendants to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to work-required but unreimbursed home internet usage.

73. Defendants are legally required to reimburse the members of the Reimbursements Class for all necessary expenditures.

74. Defendants failed to fully and reasonably reimburse the members of the Reimbursements Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

75. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Reimbursements Class are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not limited to the aforementioned expenditures.

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1 76. As a proximate result of the aforementioned violations of Labor Code § 450(a)
2 and § 2802(a), the members of the Reimbursements Class have been damaged in an amount
3 according to proof at the time of trial.

4 77. Under Labor Code § 2802(b), the members of the Reimbursements Class request
5 that the Court award interest at the same rate as judgments in civil actions, accruing from the
6 date on which each member of the Reimbursements Class incurred the necessary expenditure or
7 loss.

8 78. Under Labor Code § 2802(c), the members of the Reimbursements Class request
9 that the Court award reasonable attorneys' fees and costs incurred by them in this action.

10 **FIFTH CAUSE OF ACTION**

11 **DERIVATIVE FAILURE TO TIMELY**

12 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(On Behalf of the Derivative Wage Statement Class)**

14 79. Plaintiffs incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
16 forth herein.

17 80. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
18 or at the time of each payment of wages, furnish each of his or her employees, either as a
19 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
20 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
21 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
22 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
23 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
24 each the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee...."

26 81. Further, the IWC Wage Orders § 7(A) states in pertinent part, "(A) Every
27 employer shall keep accurate information with respect to each employee including the following:
28 (3) Time records showing when the employee begins and ends each work period. Meal periods,

1 split shift intervals, and total daily hours worked shall also be recorded...(5) Total hours worked
2 in the payroll period and applicable rates of pay....”

3 82. Therefore, under Labor Code § 226(a) and the IWC Wage Orders § 7(A),
4 California employers are required to maintain accurate records pertaining to the total hours
5 worked for Defendants by the members of the Derivative Wage Statement Class, including but
6 not limited to, beginning and ending of each work period, meal period and split shift interval, the
7 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

8 83. As a pattern and practice, in violation of Labor Code § 226(a) and the IWC Wage
9 Orders § 7(A), Defendants did not and still do not furnish each of the members of the Derivative
10 Wage Statement Class with an accurate itemized statement in writing showing (1) gross wages
11 earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages earned and/or
12 (5) all applicable hourly rates in effect during each respective pay period and the corresponding
13 number of hours worked at each hourly rate by each respective individual.

14 84. As set forth herein in prior causes of action, Defendants failed to pay the members
15 of the Derivative Wage Statement Class all wages due and owing.

16 85. As a derivative result of this failure to pay wages and as a pattern and practice in
17 violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants did not and do
18 not maintain accurate records pertaining to the total hours worked for Defendants by the
19 members of the Derivative Wage Statement Class, including but not limited to, beginning and
20 ending of each work period, meal period interval, total daily hours worked, total hours worked
21 per pay period, and the applicable rates of pay.

22 86. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
23 employee suffers injury if the employer fails to provide accurate and complete information as
24 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
25 promptly and easily ascertain requisite information without reference to other documents or
26 information.

27 87. Here, the members of Derivative Wage Statement Class suffered injury because,
28 due to Defendants’ failure to pay all wages due and owing, Defendants derivatively failed to

1 provide accurate and complete information as required by one or more items listed in Labor
2 Code § 226(a)(1)-(9).

3 88. In addition, the members of the Derivative Wage Statement Class have suffered
4 injury as a result of Defendants' failure to maintain accurate records for the members of the
5 Derivative Wage Statement Class in that the members of the Derivative Wage Statement Class
6 were not timely provided written accurate itemized statements showing all requisite information,
7 including but not limited to total hours worked by the employee, net wages earned and all
8 applicable hourly rates in effect during the pay period and the corresponding number of hours
9 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage Orders § 7(A),
10 such that the members of the Derivative Wage Statement Class were misled by Defendants as to
11 the correct information regarding various items, including but not limited to total hours worked
12 by the employee, net wages earned and all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked at each hourly rate.

14 89. The actual injuries suffered by the members of the Derivative Wage Statement
15 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
16 the members of the Derivative Wage Statement Class include but are not limited to:

- 17 a. Confusion over whether they received all wages owed them by Defendants;
- 18 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 19 c. Being forced to engage in mathematical computations to analyze whether
20 Defendants' wages in fact compensated for all hours worked;
- 21 d. The inability to accurately calculate wage rates complicated by the fact that
22 wage statement information required by Labor Code § 226 is missing;
- 23 e. That such practice prevents the members of the Derivative Wage Statement
24 Class from being able to effectively challenge information on their wage
25 statements; and/or
- 26 f. The difficulty and expense of filing and maintaining this lawsuit, and the
27 discovery required to collect and analyze the very information that California
28 law requires.

1 90. Under Labor Code § 226(e), the members of the Derivative Wage Statement
2 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
3 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
4 exceeding an aggregate penalty of \$4,000.00.

5 91. Under Labor Code § 226(g), the currently-employed members of the Derivative
6 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
7 Labor Code § 226.

8 92. Under Labor Code § 226(e) and/or § 226(g), the members of the Derivative Wage
9 Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

10 **SIXTH CAUSE OF ACTION**
11 **INDEPENDENT FAILURE TO TIMELY**
12 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(On Behalf of the Independent Wage Statement Class)**

14 **(Against All Defendants)**

15 93. Plaintiffs incorporate by reference and reallege each and every one of the
16 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
17 forth herein.

18 94. Labor Code § 226(a) states in pertinent part, "Every employer shall, semimonthly
19 or at the time of each payment of wages, furnish each of his or her employees, either as a
20 detachable part of the check, draft, or voucher paying the employee's wages, or separately when
21 wages are paid by personal check or cash, an accurate itemized statement in writing showing (1)
22 gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net wages
23 earned, (6) the inclusive dates of the period for which the employee is paid... (8) the name and
24 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
25 each the pay period and the corresponding number of hours worked at each hourly rate by the
26 employee..."

27 95. As a pattern and practice, in violation of Labor Code § 226(a), Defendants did not
28 and still do not furnish each of the members of the Independent Wage Statement Class with an

1 accurate itemized statement in writing all applicable hourly rates in effect during the pay period.

2 96. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify that an
3 employee suffers injury if the employer fails to provide accurate and complete information as
4 required by any one or more items listed in Labor Code § 226(a)(1)-(9) and the employee cannot
5 promptly and easily ascertain required information without reference to other documents or
6 information.

7 97. Here, the members of Independent Wage Statement Class suffered injury because
8 Defendants failed to provide accurate and complete information as required by one or more items
9 listed in Labor Code § 226(a)(1)-(9) and the Independent Wage Statement Class members could
10 not and cannot promptly and easily ascertain required information without reference to other
11 documents or information.

12 98. In addition, the members of the Independent Wage Statement Class have suffered
13 injury as a result of Defendants' failure to maintain accurate records for the members of the
14 Independent Wage Statement Class in that the members of the Independent Wage Statement
15 Class were not timely provided written accurate itemized statements showing all required
16 information, including but not limited to all applicable hourly rates in effect during the pay
17 period, in violation of Labor Code § 226, such that the members of the Independent Wage
18 Statement Class were misled by Defendants as to the correct information regarding various
19 items, including but not limited to all applicable hourly rates in effect during the pay period.

20 99. The actual injuries suffered by the members of the Independent Wage Statement
21 Class as a result of Defendants' knowing and intentional failure to maintain accurate records for
22 the members of the Independent Wage Statement Class include but are not limited to:

- 23 a. That such practice prevents the members of the Independent Wage
24 Statement Class from being able to effectively challenge information on
25 their wage statements; and/or
- 26 b. The difficulty and expense of filing and maintaining this lawsuit and the
27 discovery required to collect and analyze the very information that
28 California law requires.

1 100. Under Labor Code § 226(e), the members of the Independent Wage Statement
2 Class are entitled to \$50.00 per employee for the initial pay period in which a violation
3 hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not
4 exceeding an aggregate penalty of \$4,000.00.

5 101. Under Labor Code § 226(g), the currently-employed members of the Independent
6 Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with
7 Labor Code § 226.

8 102. Under Labor Code § 226(e) and/or § 226(g), the members of the Independent
9 Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

10 **SEVENTH CAUSE OF ACTION**

11 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

12 **(On Behalf of the Derivative LC 203 Class)**

13 **(Against All Defendants)**

14 103. Plaintiffs incorporate by reference and reallege each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
16 forth herein.

17 104. Labor Code § 203 provides that if an employer willfully fails to pay, without
18 abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
19 employee who is discharged or who quits, the wages of the employee shall continue at the same
20 rate, for up to 30 days from the due date thereof, until paid or until an action therefor is
21 commenced.

22 105. The members of the Derivative LC 203 Class are no longer employed by
23 Defendants as they were either discharged from or quit Defendants' employ.

24 106. Defendants had a consistent and uniform policy, practice and procedure of
25 willfully failing to pay the earned wages of Defendants' former employees, as set forth above,
26 according to amendment or proof.

27 107. As set forth above, Defendants willfully failed to pay the members of the
28 Derivative LC 203 Class their entire wages due and owing at the time of their termination or

1 within seventy-two hours of their resignation and failed to pay those sums for up to 30 days
2 thereafter.

3 108. Defendants' willful failure to pay wages to the members of the Derivative LC 203
4 Class violates Labor Code § 203 because Defendants knew or should have known wages were
5 due to the members of the Derivative LC 203 Class, as set forth above, but Defendants failed to
6 pay them.

7 109. Thus, the members of the Derivative LC 203 Class are entitled to recovery under
8 Labor Code § 203.

9 **EIGHTH CAUSE OF ACTION**

10 **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202**

11 **(On Behalf of the Independent LC 203 Class)**

12 **(Against All Defendants)**

13 110. Plaintiffs incorporate by reference and reallege each and every one of the
14 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
15 forth herein.

16 111. Labor Code § 201(a) states in pertinent part, "If an employer discharges an
17 employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 112. Labor Code § 202(a) states in pertinent part, "If an employee not having a written
20 contract for a definite period quits his or her employment, his or her wages shall become due and
21 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
22 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
23 the time of quitting. Notwithstanding any other provision of law, an employee who quits without
24 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests
25 and designates a mailing address. The date of the mailing shall constitute the date of payment for
26 purposes of the requirement to provide payment within 72 hours of the notice of quitting."

27 113. Labor Code § 203 provides that if an employer willfully fails to timely pay,
28 without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an

1 employee who is discharged or who quits, the wages of the employee shall continue at the same
2 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
3 commenced.

4 114. The members of the Independent LC 203 Class are no longer employed by
5 Defendants as they were either discharged from or quit Defendants' employ.

6 115. Defendants had a consistent and uniform policy, practice, and procedure of
7 willfully failing to timely pay the earned wages of Defendants' former employees, according to
8 amendment or proof.

9 116. For example, Defendants terminated the employment of Plaintiff Mardena
10 McPhail on February 27, 2023. However, Defendants did not provide her final wages until
11 February, 28, 2023. This check did not include waiting time penalties.

12 117. Defendants willfully failed to pay the members of the Independent LC 203 Class
13 all wages due and owing at the time of their termination or within seventy-two hours of their
14 resignation.

15 118. Defendants' willful failure to timely pay final wages to the members of the
16 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
17 have known final wages were due to the members of the Independent LC 203 Class by a date
18 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

19 119. Thus, the members of the Independent LC 203 Class are entitled to recovery
20 under to Labor Code § 203.

21 **NINTH CAUSE OF ACTION**

22 **PENALTIES UNDER LABOR CODE § 2699**

23 **(On Behalf of the Aggrieved Employees)**

24 **(Against All Defendants)**

25 120. Plaintiffs incorporate by reference and reallege each and every one of the
26 allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set
27 forth herein.

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1 **A. FAILURE TO PAY SICK PAY AT THE LEGAL PAY RATE**

2 121. Labor Code § 246(a) states: “(a) An employee who, on or after July 1, 2015,
3 works in California for the same employer for 30 or more days within a year from the
4 commencement of employment is entitled to paid sick days as specified in this section.”

5 122. Labor Code § 246(b)(1) states: “An employee shall accrue paid sick days at the
6 rate of not less than one hour per every 30 hours worked, beginning at the commencement of
7 employment or the operative date of this article, whichever is later, subject to the use and accrual
8 limitations set forth in this section.”

9 123. Labor Code § 246(l) states: “For the purposes of this section, an employer shall
10 calculate paid sick leave using any of the following calculations:

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

14 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
15 employee’s total wages, not including overtime premium pay, by the employee’s total
16 hours worked in the full pay periods of the prior 90 days of employment.

17 (3) Paid sick time for exempt employees shall be calculated in the same manner as
18 the employer calculates wages for other forms of paid leave time.”

19 124. Defendants, as a matter of established company policy and procedure, at each and
20 every one of the individual facilities owned and/or operated by Defendants, during the relevant
21 time period:

- 22 a) Administered a uniform company policy and practice as to the pay policies
23 regarding Plaintiffs and all other similarly situated aggrieved employees; and
24 b) Failed to pay Plaintiffs and all other similarly situated aggrieved employees
25 for paid sick days in a manner that fully complies with Labor Code § 246(l).

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1 **B. VIOLATIONS OF LABOR CODE § 212**

2 125. Labor Code § 212 states in pertinent part:

3 (a) No person, or agent or officer thereof, shall issue in payment of wages due, or to
4 become due, or as an advance on wages to be earned:

5 (1) Any order, check, draft, note, memorandum, or other acknowledgment of
6 indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at
7 some established place of business in the state, the name and address of which must
8 appear on the instrument, and at the time of its issuance and for a reasonable time
9 thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or
10 credit, arrangement, or understanding with the drawee for its payment;

11 (2) Any scrip, coupon, cards, or other thing redeemable, in merchandise or
12 purporting to be payable or redeemable otherwise than in money.

13 (b) Where an instrument mentioned in subdivision (a) is protested or dishonored, the
14 notice or memorandum of protest or dishonor is admissible as proof of presentation, nonpayment
15 and protest and is presumptive evidence of knowledge of insufficiency of funds or credit with the
16 drawee.

17 126. Labor Code § 213(d) states: “Nothing contained in Section 212 shall:”

18 “(d) Prohibit an employer from depositing wages due or to become due or an advance on
19 wages to be earned in an account in any bank, savings and loan association, or credit union of the
20 employee’s choice with a place of business located in this state, provided that the employee has
21 voluntarily authorized that deposit. If an employer discharges an employee or the employee
22 quits, the employer may pay the wages earned and unpaid at the time the employee is discharged
23 or quits by making a deposit authorized pursuant to this subdivision, provided that the employer
24 complies with the provisions of this article relating to the payment of wages upon termination or
25 quitting of employment.”

26 127. Defendants had a consistent and uniform policy, practice and procedure of
27 willfully failing to comply with Labor Code § 212, in that it paid the aggrieved employees via
28 gift cards.

1 128. However, in violation of Labor Code § 213(d), the aggrieved employees did not
2 voluntarily authorize Defendants to make these deposits via gift cards.

3 129. Defendants' violation of Labor Code § 212 was willful.

4 **C. PENALTIES ASSESSED**

5 130. Defendants' pattern, practice and uniform administration of corporate policy
6 regarding illegal employee compensation as described herein is unlawful and creates an
7 entitlement, under Labor Code §§ 246 and/or 2699, et seq., to recovery by Plaintiffs and all other
8 similarly situated aggrieved employees, in a civil action, to the extent allowed by law.

9 131. Under Labor Code § 2699(a) (which provides that any provision of the Labor
10 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
11 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
12 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
13 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
14 establishes a civil penalty for violations of all Labor Code provisions except those for which a
15 civil penalty is specifically provided), Plaintiffs and all other similarly situated aggrieved
16 employees seek recovery of all applicable civil penalties, as follows:

- 17 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
18 violations of the Labor Code except for those for which a civil penalty is
19 specifically provided, in the amount of \$100 for each aggrieved employee per
20 pay period for the initial violation; and \$200 for each aggrieved employee per
21 pay period for each subsequent violation;
- 22 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor
24 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
25 each underpaid aggrieved employee for each pay period the aggrieved
26 employee was underpaid, and \$100 for each subsequent violation for each
27 underpaid employee for each pay period for which the employee was
28 underpaid;

- 1 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
2 and entirely independent and apart from any other penalty provided in the
3 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
4 of \$100 for each underpaid aggrieved employee for each pay period the
5 aggrieved employee was intentionally underpaid, and \$250 for each
6 subsequent violation for each underpaid aggrieved employees regardless of
7 whether the initial violation was intentionally committed;
- 8 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
9 entirely independent and apart from any other penalty provided in the Labor
10 Code), for each employee who is/was not paid wages in accordance with
11 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each
12 aggrieved employee per pay period for each initial violation, and \$200 for
13 each aggrieved employee per pay period for each subsequent violation;
- 14 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
15 entirely independent and apart from any other penalty provided in the Labor
16 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
17 each aggrieved employee per pay period for each violation and \$1,000 for
18 each aggrieved employee per pay period for each subsequent violation;
- 19 f. As applicable, for any and all additional civil penalties and sums as provided
20 by the Labor Code and/or other relevant statutes.

21 132. In addition, Plaintiffs seek and is entitled to 75% of all penalties obtained under
22 Labor Code § 2699 to be allocated to the LWDA, for education of employers and employees
23 about their rights and responsibilities under the Labor Code, and 25% to Plaintiffs and all other
24 similarly situated aggrieved employees.

25 133. Further, Plaintiffs are entitled to recover reasonable attorneys' fees and costs
26 under Labor Code § 2699(g)(1) and any other applicable statute.

27 134. Labor Code § 2699.3(a) states in pertinent part, "A civil action by an aggrieved
28 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision

1 listed in Section 2699.5 shall commence only after the following requirements have been met:

2 (1)(A) The aggrieved employee or representative shall give written notice by online filing with
3 the Labor and Workforce Development Agency and by certified mail to the employer of the
4 specific provisions of this code alleged to have been violated, including the facts and theories to
5 support the alleged violation.”

6 135. Labor Code § 2699.3(a) further states in pertinent part, “(2)(A) The agency shall
7 notify the employer and the aggrieved employee or representative by certified mail that it does
8 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
9 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
10 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
11 aggrieved employee may commence a civil action pursuant to Section 2699.”

12 136. Labor Code § 2699.3©(1) states in pertinent part, “A civil action by an aggrieved
13 employee pursuant to subdivision (a) or (f) of Section 2699 alleging a violation of any provision
14 other than those listed in Section 2699.5 or Division 5 (commencing with Section 6300) shall
15 commence only after the following requirements have been met: (1) (A) The aggrieved
16 employee or representative shall give written notice by online filing with the Labor and
17 Workforce Development Agency and by certified mail to the employer of the specific provisions
18 of this code alleged to have been violated, including the facts and theories to support the alleged
19 violation.”

20 137. Labor Code § 2699.3(c) further states in pertinent part, “(2)(A) The employer may
21 cure the alleged violation within 33 calendar days of the postmark date of the notice. The
22 employer shall give written notice by certified mail within that period of time to the aggrieved
23 employee or representative and the agency if the alleged violation is cured, including a
24 description of actions taken, and no civil action pursuant to Section 2699 may commence. If the
25 alleged violation is not cured within the 33-day period, the employee may commence a civil
26 action pursuant to Section 2699.”

27 138. Here, Plaintiffs’ civil action alleges violations of provisions listed in Labor Code
28 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,

1 Labor Code §§ 2699.3(a) and 2699.3(c) apply to this action.

2 139. On September 11, 2023, Plaintiffs complied with Labor Code §§ 2699.3(a) and
3 2699.3(c) in that Plaintiffs gave written notice by online filing with the LWDA and by certified
4 mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,
5 including the facts and theories to support the alleged violations. Attached hereto as Exhibit 1 is
6 Plaintiffs' LWDA letter.

7 140. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The agency shall
8 notify the employer and the aggrieved employee or representative by certified mail that it does
9 not intend to investigate the alleged violation within 60 calendar days of the postmark date of the
10 notice received pursuant to paragraph (1). Upon receipt of that notice or if no notice is provided
11 within 65 calendar days of the postmark date of the notice given pursuant to paragraph (1), the
12 aggrieved employee may commence a civil action pursuant to Section 2699."

13 141. As of November 15, 2023 (65 calendar days after Plaintiffs' September 11, 2023,
14 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA
15 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code
16 § 2699.3(a) and have been given authorization therefrom to commence a civil action which
17 includes a cause of action under Labor Code § 2699.

18 142. Further, as of October 14, 2023 (33 calendar days after Plaintiffs' September 11,
19 2023, LWDA letter was mailed to Defendant via certified mail), Plaintiffs have not received
20 from Defendant written notice by certified mail that the alleged violations have been cured,
21 including a description of actions taken. As such, Plaintiffs have complied with Labor Code §
22 2699.3(c) and have been given authorization therefrom to commence a civil action which
23 includes a cause of action under Labor Code § 2699.

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TENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(On Behalf of the 17200 Class)
(Against All Defendants)

143. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

144. Business & Professions Code § 17200 provides, in pertinent part, “unfair competition shall mean and include any unlawful, unfair or fraudulent business act.”

145. Business & Professions Code § 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

146. Business & Professions Code § 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

147. Defendants have engaged in unlawful, unfair, and fraudulent business acts or practices prohibited by Business & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

148. Defendants have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

149. Defendants have further engaged in unfair business practices in California by failing to always provide paid sick days paid at the regular rate of pay in violation of Labor Code § 246(l).

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150. Defendants' use of such practices constitutes an unfair business practice and unfair competition and provides an unfair advantage over Defendants' competitors.

151. Plaintiffs have suffered injury in fact and have lost money or property as a result of such unfair competition.

152. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired, and/or converted by Defendants by means of the unfair practices complained of herein.

153. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ, and utilize the employment practices outlined in the preceding paragraphs.

154. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

155. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

VI.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

a. That the Court issue an Order certifying the Classes herein, appointing all named Plaintiffs as representative of all others similarly situated, and appointing all law firms representing all named Plaintiffs as counsel for the members of the Classes;

As to the First Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime Pay Rate:

b. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s) regarding wages due and owing, according to proof;

c. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287;

d. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5 and/or 1194(a);

1 As to the Second Cause of Action for Failure to Provide Meal Periods:

2 e. For one hour of pay at the regular rate of compensation for each member of the
3 Meal Period Class for each workday that a meal or rest period was not provided;

4 f. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
5 3287;

6 As to the Third Cause of Action for Failure to Pay Premium Wages At the Legal Pay Rate:

7 g. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage Order(s)
8 regarding wages due and owing, according to proof;

9 h. For pre-judgment interest as allowed by Labor Code §§ 218.6 and 1194(a) and
10 Civil Code § 3287;

11 i. For an award of reasonable attorneys' fees and costs under Labor Code §§ 218.5
12 and/or 1194(a);

13 As to the Fourth Cause of Action for Unpaid Reimbursements for Work Expenses:

14 j. For recovery of the unpaid balance for all necessary expenditures and losses
15 incurred in direct consequence of the discharge of Defendants' duties;

16 k. For interest thereon at the same rate as judgments in civil actions, accruing from
17 the date on which each member of the Reimbursements Class incurred the necessary expenditure
18 or loss, under Labor Code § 2802(b);

19 l. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

20 As to the Fifth Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized

21 Wage Statements:

22 m. For recovery as authorized by Labor Code § 226(e);

23 n. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
24 and/or § 226(g);

25 As to the Sixth Cause of Action for Independent Failure to Timely Furnish Accurate Itemized

26 Wage Statements:

27 o. For recovery as authorized by Labor Code § 226(e);

28 ///

1 p. For an award of costs and reasonable attorneys' fees under Labor Code § 226(e)
2 and/or § 226(g);

3 As to the Seventh Cause of Action for Derivative Violations of Labor Code §§ 201-202:

4 q. For recovery as authorized by Labor Code § 203;

5 As to the Eight Cause of Action for Independent Violations of Labor Code §§ 201-202:

6 r. For recovery as authorized by Labor Code § 203;

7 As to the Ninth Cause of Action for Penalties Under Labor Code § 2699:

8 s. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and
9 entirely independent and apart from other penalties in the Labor Code and for Labor Code
10 violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee
11 per pay period for each violation, and \$200 for each aggrieved employee per pay period for each
12 subsequent violation;

13 t. As applicable, for civil penalties under Labor Code § 558, in addition to and
14 entirely independent and apart from other penalties in the Labor Code, as follows:

15 i. For any initial violation, \$50 for each aggrieved underpaid employee for each
16 pay period for which the employee was underpaid;

17 ii. For each subsequent violation, \$100 for each aggrieved underpaid employee
18 for each pay period for which the employee was underpaid;

19 u. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
20 entirely independent and apart from other penalties in the Labor Code, as follows:

21 i. For any initial violation that is intentionally committed, \$100 for each
22 aggrieved underpaid employee for each pay period for which the employee
23 was underpaid;

24 ii. For each subsequent violation, regardless of whether the initial violation is
25 intentionally committed, \$250 for each aggrieved underpaid employee for
26 each pay period for which the employee was underpaid;

27 v. As applicable, for civil penalties under Labor Code § 210, in addition to and
28 entirely independent and apart from other penalties in the Labor Code, in the amount of \$100 for

each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

w. As applicable, for civil penalties under Labor Code § 225.5, in addition to and entirely independent and apart from other penalties in the Labor Code, for each violation of Labor Code § 221, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

x. As applicable, for civil penalties under Labor Code § 226.3, in addition to and entirely independent and apart from other penalties in the Labor Code, in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

y. As applicable, for reasonable attorneys' fees and costs incurred under Labor Code § 2699(g)(1) and any other applicable statute; and

z. For such relief as this Court may deem just and proper.

As to the Tenth Cause of Action for Unfair Business Practices:

aa. For an accounting, under administration of Plaintiffs and/or the receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

bb. For an Order requiring Defendants to identify each of the members of the Classes by name, home address, home telephone number and, if available, email address;

cc. For an Order requiring Defendants to make full restitution and payment under California law;

dd. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;

ee. For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

ff. For all other appropriate injunctive, declaratory and equitable relief;

gg. For interest to the extent permitted by law;

///

hh. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action under Code of Civil Procedure § 1021.5, Business & Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable provision of law;

As to All Causes of Action:

ii. For such relief as this Court may deem just and proper, including reasonable attorneys' fees and costs incurred.

VII.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims by jury to the extent authorized by law.

Dated: November 16, 2023

D.LAW, INC.

By:

Emil Davtyan, Esq.
Gregg Lander, Esq.
Vanessa M. Ruggles, Esq.
Attorneys for Plaintiffs

EXHIBIT 1

September 11, 2023

Submitted at <https://www.dir.ca.gov> with \$75 filing feePAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.govRe: The Golden 1 Credit Union (the “Employer”)**NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3**To: PAGA Administrator, California Labor and Workforce Development Agency
and the Employer

From: Mardena McPhail (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code §§ 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period, the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees, and utilized consistent policies and procedures regarding the Employee and all such other similarly situated aggrieved employees, as follows:

First, the Employer utilized an overtime policy that failed to pay the appropriate overtime pay rate for all overtime hours worked in a workday by the Employee and all other similarly situated aggrieved employees. Here, the Employer did not include in the overtime pay rate all non-discretionary pay, including but not limited to “MSCC MONTHLY INCENTIVE.” As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and all other similarly situated aggrieved employees because Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and all other similarly situated aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shift. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512, and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Third, the Employer sometimes paid the Employee and all other similarly situated aggrieved employees premium pay for meal period violations. However, the Employer failed to always comply with the meal period penalty payment requirements established by *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, Labor Code §§ 226.7, 512, and 516 and Section 11 and/or 12 of the IWC Wage Order(s). Specifically, the Employer failed to always



include all forms of remuneration in the calculation of the regular rate of pay. As such, the Employer owes the Employee and all other similarly situated aggrieved employees unpaid wages, in violation of Labor Code §§ 1194 and 226.7(c) and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Fourth, the Employee and all other similarly situated aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to expenses for the work-required use of personal internet. However, the Employer failed to reimburse for any expenses. As such, the Employer violated Labor Code §§ 450 and 2802 by failing to reimburse the Employee and all other similarly situated aggrieved employees for all expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Fifth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer allegedly failed to pay all wages as set forth above, improper wage statements were issued by the Employer to the Employee and all other similarly situated aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Sixth, also regarding wage statements, and in addition to the derivative violations of Labor Code § 226 above, as stated, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and all other similarly situated aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, the Employer independently violated Labor Code § 226, and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, regarding waiting time penalties, under Labor Code § 203, the Employee and all other similarly situated aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. Here, because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202, and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Eighth, also regarding waiting time penalties, and in addition to the derivative violations of Labor Code § 203 above, the Employer did not timely pay the Employee and other separated similarly situated aggrieved employees all wages due and owing in a timely manner. For example, the Employee was terminated on February 27, 2023, so her final wages were immediately due and owing. However, the Employee was not paid any final wages until February 28, 2023. The Employer's failure to timely pay final wages to the Employee and all other similarly situated aggrieved employees without abatement or reduction was willful in that the Employer was able to timely pay all such final wages without abatement or reduction but the Employer willfully adopted policies and/or practices that were incompatible with the Labor Code. Therefore, as an independent violation of Labor Code §§ 201-203, the Employer owes penalties under Labor Code §§ 2699(f) and/or 201-203.



Ninth, the Employer failed to always provide the Employee and all other similarly situated aggrieved employees with paid sick days paid at the regular rate of pay. The Employee and all other similarly situated aggrieved employees worked for the Employer for 30 or more days after July 1, 2015, yet the Employer did not always pay said aggrieved employees for sick days at the regular rate of pay, in violation of Labor Code § 246(l). As such, the Employer owes the Employee and all other similarly situated aggrieved employees sick day pay at the regular rate of pay and owes penalties under Labor Code §§ 2699(a)/(f) and/or 558.

Tenth, Labor Code § 212(a)(1) states: “No person, or agent or officer thereof, shall issue in payment of wages due, or to become due, or as an advance on wages to be earned: (1) Any order, check, draft, note, memorandum, or other acknowledgment of indebtedness, unless it is negotiable and payable in cash, on demand, without discount, at some established place of business in the state, the name and address of which must appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be at least 30 days, the maker or drawer has sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment.” Here, the Employer paid wages to the Employee and all other similarly situated aggrieved employees via gift card. Therefore, due to its violations of Labor Code § 212 the Employer owes penalties under Labor Code § 2699(f).

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee’s grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee’s demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
The Golden 1 Credit Union
8945 Cal Center Drive
Sacramento, CA 95826

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

FIRST AMENDED COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant The Golden 1 Credit Union:

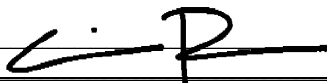
Timothy B. Del Castillo, Esq.
Lisa Bradner, Esq.
Spencer Turpen, Esq.
CASTLE LAW CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Tel.: (916) 587-9106
Email: TDC@castleemploymentlaw.com

using the following service method:

 X **VIA MAIL:** I caused the document(s) to be served to be deposited at: 1635 Pontius Avenue, Second Floor, Los Angeles, California, which is a mailbox or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person(s) on whom the document(s) is/are to be served, at the office address as last given by that/those person(s), otherwise at that/those person(s)' place(s) of residence. I am aware that on motion of any party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one (1) day after the date of deposit for mailing stated herein.

I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.

Executed on **November 16, 2023**, at Los Angeles, California.



Cindy Rivas