

1 D.LAW, INC.
 2 Emil Davtyan (SBN 299363)
emil@d.law
 3 David Yeremian (SBN 226337)
d.yeremian@d.law
 4 David Keledjian (SBN 309135)
d.keledjian@d.law
 5 Kevin Burns (SBN 352713)
k.burns@d.law
 6 880 E. Broadway
 7 Glendale, CA 91205
 8 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

9 Attorneys for Plaintiffs BERNETTIA CLARA WILLIAMS and DAVID HERNANDEZ

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF LOS ANGELES

13 BERNETTIA CLARA WILLIAMS, on behalf
 14 of herself and all others similarly situated,

15 *Plaintiffs,*

16 v.

17 EMPIRE TRANSPORTATION, INC., a
 18 California corporation; and DOES 1 through
 50, inclusive,

19 *Defendants.*

Case No.: 23STCV21618

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

**SECOND 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 Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiffs BERNETTIA CLARA WILLIAMS and DAVID HERNANDEZ (“Plaintiffs”), on
2 behalf of themselves, all others similarly situated, the State of California, and the general public,
3 complain and allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this class and representative action against Defendants EMPIRE
6 TRANSPORTATION, INC., a California corporation; and DOES 1 through 50, inclusive,
7 (collectively referred to as “Defendants”) for alleged violations of the California Labor Code and
8 California Business and Professions Code. As set forth below, Plaintiffs allege that Defendants have:

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

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

23 **JURISDICTION AND VENUE**

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

27 3. Venue is proper in the County of Los Angeles pursuant to Code of Civil Procedure
28 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions

1 that are the subject matter of this Complaint occurred therein and/or each defendant is found,
2 maintains offices, transacts business and/or has an agent therein.

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

6 **PARTIES**

7 5. Plaintiff BERNETTIA CLARA WILLIAMS is, and at all relevant times mentioned
8 herein, an individual residing in the State of California.

9 6. Plaintiff DAVID HERNANDEZ is, and at all relevant times mentioned herein, an
10 individual residing in the State of California.

11 7. Plaintiffs are informed and believe, and thereupon allege that Defendant EMPIRE
12 TRANSPORTATION, INC., is, and at all relevant times mentioned herein, a California corporation
13 doing business in the State of California.

14 8. Plaintiffs are ignorant of the true names and capacities of the defendants sued herein
15 as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
16 Plaintiffs will amend this Complaint to allege the true names and capacities of the DOE defendants
17 when ascertained. Plaintiffs are informed and believe, and thereupon allege that each of the
18 fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions
19 alleged herein and that Plaintiffs' alleged damages were proximately caused by these defendants, and
20 each of them. Plaintiffs will amend this complaint to allege both the true names and capacities of the
21 DOE defendants when ascertained.

22 9. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
24 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
25 or all of the other defendants, and in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent and ratification by such other
27 defendants.

28 10. Plaintiffs are informed and believe, and thereupon allege that, at all relevant times

1 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
2 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
3 and omissions alleged herein.

4 11. This action has been brought and may be maintained as a class action pursuant to Code
5 of Civil Procedure section 382 because there is a well-defined community of interest among the
6 persons who comprise the readily ascertainable classes defined below and because Plaintiffs are
7 unaware of any difficulties likely to be encountered in managing this case as a class action.

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

- 10 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
11 separately, and/or any staffing agencies and/or any other third parties in hourly or
12 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”).
- 13 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
14 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.
- 15 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
16 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.
- 17 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
18 separated from their employment with Defendants during the period beginning
19 three years before the filing of this action and ending when final judgment is
entered.
- 20 e. **Wage Statement Class:** All persons employed by Defendants in California during
21 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 22 f. **Expense Reimbursement Class:** All persons employed by Defendants in
23 California who incurred business expenses during the **Relevant Time Period**.
- 24 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
25 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.

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

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

5 15. **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 failed to provide class members with accurate written wage
17 statements as a result of providing them with written wage statements with
18 inaccurate entries for, among other things, amounts of gross and net wages, and
19 total hours worked;
- 20 f. Whether Defendants applied policies or practices that result in late and/or
21 incomplete final wage payments;
- 22 g. Whether Defendants failed to reimburse class members for all necessary business
23 expenses incurred during the discharge of their duties;
- 24 h. Whether Defendants are liable to class members for waiting time penalties under
25 Labor Code section 203; and
- 26 i. Whether class members are entitled to restitution of money or property that
27 Defendants may have acquired from them through unfair competition;

28 16. **Typicality**: Plaintiffs' claims are typical of the other class members' claims.

1 Plaintiffs are informed and believe and thereupon allege that Defendants have a policy or practice of
2 failing to comply with the California Labor Code and Business and Professions Code as alleged in
3 this Complaint.

4 17. **Adequacy of Class Representative:** Plaintiffs are adequate class representatives in
5 that they have no interests that are adverse to, or otherwise conflict with, the interests of absent class
6 members and are dedicated to vigorously prosecuting this action on their behalf. Plaintiffs will fairly
7 and adequately represent and protect the interests of the other class members.

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

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

22 **GENERAL ALLEGATIONS**

23 20. Plaintiffs worked for Defendants as non-exempt employees during the relevant and
24 statutory periods.

25 21. Defendants had a common policy and practice of systemically failing to pay Plaintiffs
26 and Class members proper wages and overtime for all hours worked, at the proper rates of pay.
27 Plaintiffs and Class Members were consistently required to perform work, off-the-clock, for which
28 they were not paid wages. Specifically, Plaintiffs and Class Members were systemically required to

1 undergo mandatory temperature checks when arriving to work, and prior to clocking in. Once the
2 temperature checks were complete, and due to a shortage of time clocks, Plaintiffs and Class Members
3 were required to wait in long lines to clock in to work. Additionally, Plaintiffs and Class Members
4 were required to perform various work-related tasks, including having to attend mandatory work
5 meetings, prepare various reports for Defendants, conduct vehicle inspections, and respond to and
6 make work-related calls, all off-the-clock and outside of their scheduled shifts.

7 22. The forgoing and uncompensated working time was under the direction and control of
8 Defendants, for which no wages were paid.

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

12 24. Defendants had a common policy and practice of systemically denying Plaintiffs and
13 Class Members the opportunity to take meal periods in compliance with California Law. Specifically,
14 the uncompensated pre-shift duties delayed the commencement of Plaintiffs and Class Members'
15 meal periods, in violation of California Law.

16 25. Plaintiffs and Class Members were not provided with meal periods of at least thirty
17 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
18 compliant meal periods for each work shift; (2) no formal written meal policy that encouraged
19 employees to take their meal periods, or that advised Class Members of their meal and rest period
20 rights in compliance with California Law; and (3) Defendants' practice of requiring Plaintiffs and
21 Class Members to delay the commencement of the meal periods to which they were entitled.

22 26. Defendants had a common policy and practice of systemically denying Plaintiffs and
23 Class Members the opportunity to take rest breaks in compliance with the California Law. Plaintiffs
24 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
25 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
26 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
27 no formal compliant written rest period policy that encouraged employees to take their rest periods,
28 or that properly advised Plaintiffs and Class Members of their rest period rights; (3) Defendants'

1 policy and practice of delaying the commencement of Plaintiffs and Class Members' rest breaks due
2 to the mandatory and uncompensated pre-shift duties discussed above.

3 27. Furthermore, Defendants failed to pay Plaintiffs and Class Members premium pay
4 wages at their appropriate regular rates of pay for each meal and rest period denied.

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

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

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

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

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

22 33. Furthermore, Defendants failed to provide Plaintiffs and Class Members with paper
23 pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
24 Plaintiffs' and Class Members' wage statement were only provided in electronic format in violation
25 of Labor Code § 226.

26 34. Finally, the wage statements issued to Plaintiffs and Class Members failed to state the
27 full and correct name and address of the legal entity that is the employer as required by Labor Code
28 § 226(a)(8).

35. Plaintiffs and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiffs and Class Members were required to pay the costs of maintaining and cleaning their work uniforms. Additionally, Plaintiffs and Class Members were required to purchase non-slip shoes, safety vests, a cellular phone, and cellular phone service, all necessary to perform, their duties under Defendants' employ. Plaintiffs and Class members were not reimbursed for these necessary work-related expenses.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

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

(Plaintiffs and Meal Period Sub-Class)

36. Plaintiffs incorporate by reference the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

40. Compensation for missed meal periods constitutes wages within the meaning of Labor Code section 200.

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

42. Section 11 of the applicable Wage Order states:

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

43. At all relevant times, Plaintiffs were not subject to a valid on-duty meal period agreement. Plaintiffs are informed and believe that, at all relevant times, **Meal Period Sub-Class** members were not subject to valid on-duty meal period agreements with Defendants.

44. Plaintiffs allege that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiffs and members of the **Meal Period Sub-Class** the opportunity to take uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code section 512 and the applicable Wage Order. Specifically, the commencement of Plaintiffs and **Meal Period Sub-Class** Members’ meal periods were delayed by the pre-shift and uncompensated duties, discussed above.

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

46. Plaintiffs allege that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing Plaintiffs 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.

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

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

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

(Plaintiffs and Rest Period Sub-Class)

51. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

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

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

57. Plaintiffs allege that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class**
2 the opportunity to take net rest periods of at least ten uninterrupted minutes for each four-hour work
3 period, or major fraction thereof, as required by the applicable Wage Order.

4 58. Plaintiffs and **Rest Period Sub-Class** members were not provided with rest periods of
5 at least ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
6 Defendants' policy of not scheduling each rest period as part of each work shift, including second
7 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
8 encouraged employees to take their rest periods, or that properly advised Plaintiffs and **Rest Period**
9 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of delaying the
10 commencement of Plaintiffs and **Rest Period Sub-Class** members' rest breaks due to the mandatory
11 and uncompensated pre-shift duties discussed above.

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

14 60. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of
15 themselves and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest
16 thereon, and costs of suit.

17 61. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
18 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
19 **Rest Period Sub-Class** members, seek to recover reasonable attorneys' fees.

20 **THIRD CAUSE OF ACTION**

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

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

23 **(Plaintiffs and Hourly Employee Class)**

24 62. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
25 herein.

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

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

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

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

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

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

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

19 70. Labor Code section 1198 makes it unlawful for employers to employ employees under
20 conditions that violate the applicable Wage Order.

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

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

27 73. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
28 to pay non-exempt employees overtime wages of no less than one and one-half times their respective

1 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
2 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
3 consecutive day of one workweek.

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

8 75. Plaintiffs are informed and believe that, at all relevant times, Defendants have applied
9 centrally devised policies and practices to them and **Hourly Employee Class** members with respect
10 to working conditions and compensation arrangements.

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

14 77. Plaintiffs and **Hourly Employee Class** members were not paid proper wages and
15 overtime for all hours worked, at the proper rates of pay. Plaintiffs and **Hourly Employee Class**
16 members were consistently required to perform work, off-the-clock, for which they were not paid
17 wages. Specifically, Plaintiffs and **Hourly Employee Class** members were systemically required to
18 undergo mandatory temperature checks when arriving to work, and prior to clocking in. Once the
19 temperature checks were complete, and due to a shortage of time clocks, Plaintiffs and **Hourly**
20 **Employee Class** members were required to wait in long lines to clock in to work. Additionally,
21 Plaintiffs and **Hourly Employee Class** members were required to perform various work-related tasks,
22 including having to attend mandatory work meetings, prepare various reports for Defendants, conduct
23 vehicle inspections, and respond to and make work-related calls, all off-the-clock and outside of their
24 scheduled shifts.

25 78. The forgoing and uncompensated working time was under the direction and control of
26 Defendants, for which no wages were paid.

27 79. This uncompensated time caused Plaintiffs and **Hourly Employee Class** members to
28 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,

1 entitling Plaintiffs and **Hourly Employee Class** members to minimum and overtime wages, which
2 they were systemically denied.

3 80. As a result of Defendants' unlawful conduct, Plaintiffs and **Hourly Employee Class**
4 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
5 full amount of wages earned during each pay period during the applicable limitations period,
6 including overtime wages.

7 81. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiffs, on
8 behalf of themselves and **Hourly Employee Class** members, seek to recover unpaid straight time and
9 overtime wages, interest thereon and costs of suit.

10 82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
11 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves and
12 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

15 **(Lab. Code § 226)**

16 **(Plaintiffs and Wage Statement Penalties Sub-Class)**

17 83. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 84. Labor Code section 226(a) states:

20 "An employer, semimonthly or at the time of each payment of wages, shall furnish to
21 his or her employee, either as a detachable part of the check, draft, or voucher paying
22 the employee's wages, or separately if wages are paid by personal check or cash, an
23 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
24 worked by the employee, except as provided in subdivision (j), (3) the number of
25 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
26 rate basis, (4) all deductions, provided that all deductions made on written orders of
27 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
28 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

1 hours worked for each temporary services assignment. The deductions made from
2 payment of wages shall be recorded in ink or other indelible form, properly dated,
3 showing the month, day, and year, and a copy of the statement and the record of the
4 deductions shall be kept on file by the employer for at least three years at the place of
5 employment or at a central location within the State of California. For purposes of
6 this subdivision, ‘copy’ includes a duplicate of the itemized statement provided to an
7 employee or a computer-generated record that accurately shows all of the information
8 required by this subdivision.”

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

15 86. Plaintiffs are informed and believe that, at all relevant times during the applicable
16 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
17 wage statements as described above. Additionally, the wage statements issued to class members
18 failed to account for the unpaid minimum wages, overtime, and premium pay wages described
19 above.

20 87. Furthermore, Defendants failed to provide Plaintiffs and **Wage Statement Class**
21 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
22 Opinion Letters. Plaintiffs’ and **Wage Statement Class** members’ wage statement were only
23 provided in electronic format in violation of Labor Code § 226.

24 88. Finally, the wage statements issued to Plaintiffs and **Wage Statement Class** Members
25 failed to state the full and correct name and address of the legal entity that is the employer as required
26 by Labor Code § 226(a)(8).

27 89. Plaintiffs are informed and believe that Defendants’ failure to provide them and **Wage**
28 **Statement Class** members with accurate written wage statements were intentional in that Defendants
have the ability to provide them with accurate wage statements but have intentionally provided them
with written wage statements that Defendants have known do not comply with Labor Code section
226(a).

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

91. Pursuant to Labor Code section 226(e), Plaintiffs, on behalf of themselves and **Wage Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY ALL FINAL WAGES

(Lab. Code §§ 201-203)

(Plaintiffs and Waiting Time Penalties Sub-Class)

92. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

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

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

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

96. Plaintiffs are informed and believes that, at all relevant time during the applicable

1 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
2 members all of their final wages in accordance with the Labor Code.

3 97. Plaintiffs are informed and believe that, at all relevant times during the applicable
4 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
5 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
6 sections 201 or 202 by failing to timely pay them all final wages.

7 98. Plaintiffs are informed and believe and thereupon allege that Defendants' failure to
8 timely pay all final wages to them and **Waiting Time Penalties Sub-Class** members have been
9 willful in that Defendants have the ability to pay final wages in accordance with Labor Code sections
10 201 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
11 requirements.

12 99. Pursuant to Labor Code sections 203 and 218.6, Plaintiffs, on behalf of themselves
13 and **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that
14 their final wages have first become due until paid, up to a maximum of thirty days, and interest
15 thereon.

16 100. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
17 and/or the common fund doctrine, Plaintiffs, on behalf of themselves and **Waiting Time Penalties**
18 **Sub-Class** members, seek awards of reasonable attorneys' fees and costs.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO INDEMNIFY**

21 **(Lab. Code § 2802)**

22 **(Plaintiffs and Reimbursement Class)**

23 101. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
24 herein.

25 102. Labor Code section 2802(a) states:

26 "An employer shall indemnify his or her employee for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her
28 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them to
be unlawful."

103. Plaintiffs and **Expense Reimbursement Class** members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiffs and **Expense Reimbursement Class** members were required to pay the costs of maintaining and cleaning their work uniforms. Additionally, Plaintiffs and **Expense Reimbursement Class** members were required to purchase non-slip shoes, safety vests, a cellular phone, and cellular phone service, all necessary to perform, their duties under Defendants' employ. Plaintiffs and **Expense Reimbursement Class** members were not reimbursed for these necessary work-related expenses.

104. Accordingly, Plaintiffs and **Expense Reimbursement Class** members are entitled to restitution for all unpaid amounts due and owing to within four years of the date of the filing of the Complaint and until the date of entry of judgment.

105. Plaintiffs, on behalf of themselves, and **Expense Reimbursement Class** members, seeks interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

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

(Plaintiffs and UCL Class)

106. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged herein.

107. Business and Professions Code section 17200 defines “unfair competition” to include any unlawful business practice.

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

109. California law requires employers to pay hourly, non-exempt employees for all hours they are permitted or suffered to work, including hours that the employer knows or reasonable should

1 know that employees have worked.

2 110. Plaintiffs and the **UCL Class** members re-allege and incorporate the FIRST,
3 SECOND, THIRD, and SIXTH causes of action herein.

4 111. Plaintiffs lost money or property as a result of the aforementioned unfair competition.

5 112. Defendants have or may have acquired money by means of unfair competition.

6 113. Plaintiffs are informed and believe and thereupon allege that by committing the Labor
7 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
8 226.6, 226.7, 246, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and
9 2802 as well as applicable Wag Orders, which make it a misdemeanor to commit the violations
10 alleged herein.

11 114. Defendants have committed criminal conduct through their policies and practices of,
12 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
13 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
14 and reimbursement for necessary business expenditures.

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

21 116. As a result of Defendants' violations of the Labor Code during the applicable
22 limitations period, Plaintiffs have suffered an injury-in-fact and have lost money or property in the
23 form of earned wages. Specifically, Plaintiffs have lost money or property as a result of Defendants'
24 conduct.

25 117. Plaintiffs are informed and believe that other similarly situated persons have been
26 subject to the same unlawful policies or practices of Defendants.

27 118. Due to the unfair and unlawful business practices in violation of the Labor Code,
28 Defendants have gained a competitive advantage over other comparable companies doing business in

1 the State of California that comply with their legal obligations.

2 119. California’s Unfair Competition Law (“UCL”) permits civil recovery and injunctive
3 for “any unlawful, unfair or fraudulent business act or practice,” including if a practice or act violates
4 or is considered unlawful under any other state or federal law.

5 120. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
6 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
7 Defendants, and each of them, and their agents and employees, from further violations of the Labor
8 Code and applicable Wage Orders.

9 121. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiffs
10 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
11 Defendants, and each of them, and their agents and employees, from further violations of the Labor
12 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
13 order permanently enjoining Defendants, and each of them, and their respective agents and
14 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
15 Wage Orders.

16 122. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
17 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
18 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
19 and unfair business practices.

20 123. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
21 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover
22 reasonable attorneys’ fees in connection with their unfair competition claims.

23 124. Pursuant to Business and Professions Code section 17203, Plaintiffs, on behalf of
24 themselves and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
25 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
26 and unfair business practices.

27 125. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
28 and/or the common fund doctrine, Plaintiffs and **UCL Class** members are entitled to recover

1 reasonable attorneys' fees in connection with their unfair competition claims.

2 **EIGHTH CAUSE OF ACTION**

3 **CIVIL PENALTIES**

4 **(Lab. Code §§ 2698, *et seq.*)**

5 126. Plaintiffs incorporate the preceding paragraphs as if fully alleged herein.

6 127. During the applicable limitations period, Defendants have violated Labor Code §§
7 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
8 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

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

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

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

24 131. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs seek the following civil
25 _____

26 ¹ Plaintiffs hereby reserve 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 Plaintiffs under *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

1 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 510,
2 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 3 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
4 2802, one hundred dollars (\$100) for each employee per pay period for each
5 initial violation and two hundred dollars (\$200) for each employee per pay
6 period for each subsequent violation (penalties set by Labor Code §
7 2699(f)(2));
- 8 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
9 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 10 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
11 employee for each initial violation that was neither willful nor intentional, two
12 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
13 withheld from each employee, for each initial violation that was either willful
14 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
15 five percent (25%) of the amount unlawfully withheld from each employee,
16 for each subsequent violation, regardless of whether the subsequent violation
17 was either willful or intentional (penalties set by Labor Code § 210);
- 18 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
19 employee for each initial violation that was neither willful nor intentional, two
20 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
21 the amount unlawfully withheld from each employee, for each initial violation
22 that was either willful or intentional, and two hundred dollars (\$200) for each
23 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
24 from each employee, for each subsequent violation, regardless of whether the
25 subsequent violation was either willful or intentional (penalties set by Labor
26 Code § 225.5);
- 27 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
28 citation, two hundred and fifty dollars (\$250) for each employee for each

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), Plaintiffs seek an award of reasonable attorneys' fees and costs in connection with Plaintiffs' claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves, all others similarly situated, and the general public, pray for relief and judgment against Defendants as follows:

- a. An order that the action be certified as a class action;
- b. An order that Plaintiffs be appointed class representatives;
- c. An order that counsel for Plaintiffs be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;

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

Dated: June 3, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiffs
BERNETTIA CLARA WILLIAMS and DAVID
HERNANDEZ , and the putative class

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DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves, all other similarly situated, and the general public, hereby demand a jury trial on all issues so triable.

Dated: June 3, 2024

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
Kevin Burns
Attorneys for Plaintiffs
BERNETTIA CLARA WILLIAMS and DAVID
HERNANDEZ , and the putative class

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

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.

On June 3, 2024, I served the foregoing: **PLAINTIFF'S SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Cynthia Emry
Payam Malakouti
Dorothy Black
Irene Miranda
Kristine Hammett
Timothy Calla
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Phone number: (213) 689-0404
E-mail: cynthia.emry@jacksonlewis.com
E-mail: payam.malakouti@jacksonlewis.com
E-mail: dorothy.black@jacksonlewis.com
E-mail: irene.miranda@jacksonlewis.com
E-mail: kristine.hammett@jacksonlewis.com
E-mail: timothy.calla@jacksonlewis.com

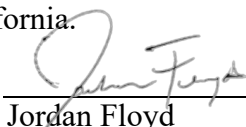
☐ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary 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.

☒ **(BY ELECTRONIC TRANSMISSION VIA CASE ANYWHERE)** Based on a court order, I caused the above-entitled document(s) to be served through Case Anywhere at www.caseanywhere.com addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt Page/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

☒ **(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 June 3, 2024, at Glendale, California.



Jordan Floyd