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on behalf of himself and others similarly situated

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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Shiela Retez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DANIEL AMAYA, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

BIOFILM, INC. dba BIO FILM INC., a
California corporation; EXPRESS
SERVICES, INC. dba EXPRESS
EMPLOYMENT PROFESSIONALS, a
Colorado corporation; and DOES 1 through
50, inclusive

Defendants.

Case No.: 37-2023-00046776-CU-OE-CTL

CLASS ACTION

Assigned for All Purposes To:
Hon. Matthew C. Braner
Dept.: C-60

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

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

DEMAND FOR JURY TRIAL

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

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all similarly situated current and
6 former employees within the State of California who, at any time four (4) years prior to the filing of
7 this lawsuit, are or were employed as non-exempt hourly employees by Defendants BIOFILM, INC.
8 DBA BIO FILM INC., a California corporation; EXPRESS SERVICES, INC. dba EXPRESS
9 EMPLOYMENT PROFESSIONALS, a Colorado corporation; and DOES 1 through 50 (all
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants,
11 and each of them, violated various provisions of the California Labor Code, relevant orders of the
12 Industrial Welfare Commission (IWC), and California Business & Professions Code, and seeks
13 redress.

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

25 3. Defendants required Plaintiff and the Employees in the Class to perform work while
26 remaining under Defendants’ control before and after being on the clock for their daily work shift.
27 Defendants failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees
28 were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest

1 periods as required by the Labor Code.

2 THE PARTIES

3 A. The Plaintiff

4 4. Plaintiff DANIEL AMAYA has resided in California and during the time period
5 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
6 the State of California at Defendants' facilities and offices in California.

7 B. The Defendants

8 Defendant BIOFILM, INC. DBA BIO FILM INC. ("BIO") is a California
9 corporation with its principle executive offices in Vista, California, and has been listed as the
10 employer on the wage statements issued to Plaintiff during the relevant time period. BIO employs
11 Plaintiff and the Class members in California, including at Defendants' offices and facilities in
12 Vista, California, and throughout California and conducts business throughout California.

13 5. Defendant EXPRESS SERVICES, INC. dba EXPRESS EMPLOYMENT
14 PROFESSIONALS ("EXPRESS") is a Colorado with its principle executive offices in Oklahoma
15 City, Oklahoma and has been listed in Plaintiff's personnel file during the relevant time period.
16 EXPRESS does not list a California address with the California Secretary of State, but upon
17 information and belief, employs Plaintiff and the Employees in San Diego County, including at
18 Defendants' offices and facilities in Vista, California, and throughout California and conducts
19 business throughout California.

20 6. Additionally, under California Labor Code § 2810.3, BIO shares with EXPRESS,
21 and any other staffing agency it uses, in civil legal responsibility for all workers supplied to BIO for
22 their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A
23 client employer shall share with a labor contractor all civil legal responsibility and civil liability for
24 all workers supplied by that labor contractor for...the payment of wages." A "labor contractor"
25 (here, EXPRESS), is defined as "an individual or entity that supplies, either with or without a
26 contract, a client employer with workers to perform labor within the client employer's usual course
27 of business." "Client employer" (here BIO) is defined as "a business entity, regardless of its form,
28 that obtains or is provided workers to perform labor within its usual course of business from a labor

1 contractor.” Upon information and belief, Defendant BIO is and has been a client employer within
2 the definition of Labor Code § 2810.3 and shares with EXPRESS, the labor contractor, all civil legal
3 responsibility and civil liability for failure to pay all wages earned by Plaintiff and the Class
4 Members.

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

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

23 **JURISDICTION AND VENUE**

24 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
26 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
27 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
28 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and

1 liabilities giving rise to this lawsuit occurred at least in part in San Diego County and Defendants
2 maintain and operate company offices and facilities in San Diego County, and employ Plaintiff and
3 other Class members in San Diego County and throughout California.

4 **FACTUAL BACKGROUND**

5 10. The Employees who comprise the Class and Collective, including Plaintiff, are
6 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
7 Employees who work in nonexempt positions at the direction of Defendants in the State of
8 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
9 or were not paid at the appropriate minimum, regular and overtime rates. Further, on information
10 and belief, Defendants implemented a company-wide five minute “tardy period” meaning if Plaintiff
11 and other Class members clocked in five minutes late, they would be reprimanded, and their pay
12 would be docked by an hour. This difficult and unlawful timing requirement meant that Employees
13 were either not paid for all hours worked.

14 11. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members
15 all wages due and owing, failed to provide meal and rest breaks, and failed to furnish accurate wage
16 statements, all in violation of various provisions of the California Labor Code and applicable Wage
17 Orders. Additionally, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary
18 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
19 belief, Defendants failed to incorporate all remunerations, including shift differentials,
20 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
21 of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
22 when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary
23 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime
24 wages by paying a lower overtime rate than required.

25 12. Moreover, Plaintiff contends that Defendants failed to pay Plaintiff and the Class
26 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
27 accurate wage statements, all in violation of various provisions of the California Labor Code and
28 applicable Wage Order provisions.

1 13. During the course of Plaintiff and the Class members' employment with
2 Defendants, they were not paid all wages they were owed, including for all work performed and
3 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
4 keep labor budgets low.

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

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

28 16. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing

1 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
2 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

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

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

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

25 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
26 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
27 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
28 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,

1 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
2 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
3 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
5 than required. Defendants also failed to pay Plaintiff and Employees all earned and accrued vacation
6 pay. Moreover, during the course of Plaintiff and Class members' employment with Defendants,
7 Defendants maintained a vacation policy containing an unlawful cap component. Specifically,
8 Defendants cap the amount of vacation time that an employee may accrue. When the cap is reached,
9 under Defendants' policy, that vacation time is not earned until the vacation time falls below the
10 cap.

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

17 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
18 continuing to the present, Defendants have consistently failed to provide Employees with timely,
19 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
20 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
21 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
22 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
23 compensation of their Employees. Moreover, the wage statements given to Employees by
24 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
25 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
26 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
27 and required Employees to engage in discovery and refer to outside sources to verify whether their
28 pay was correct and potentially resulting in a miscalculation by the Employees.

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

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

25. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq*, and 2810.3, and applicable provisions of the IWC Wage Orders.

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

CLASS ALLEGATIONS

27. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows: “All individuals employed by Defendants, at any time within four (4) years of the filing of this lawsuit, as non-exempt, hourly employees within the State of California.

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

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

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

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty

1 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

2 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to authorize and permit Employees to take
4 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
5 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
7 compensated at the Employee's regular rate of pay for their vacation wages, paid all their vacation
8 wages, and subject to Defendants' unlawful policy of capping the amount of vacation time that an
9 employee may have.

10 f. Subclass 6. Sick Pay Subclass. All Class members who were subject to Defendants'
11 policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal
12 periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

13 g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable
14 limitations period, were not provided with accurate itemized wage statements.

15 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
16 Defendants' policy and/or practice of failing to keep accurate time and wage records as required by
17 California wage-and-hour laws.

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

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

24 29. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify
25 the class description with greater particularity or further division into subclasses or limitation to
26 particular issues.

27 30. This action has been brought and may properly be maintained as a class action under
28 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of

1 interest in litigation and proposed class is easily ascertainable.

2 **A. Numerosity**

3 31. The potential members of the class as defined are so numerous that joinder of all the
4 member of the class is impracticable. While the precise number of class member has not been
5 determined at this time, Plaintiff is informed and believes that, during the time period relevant to
6 this lawsuit, Defendants employed more than 100 individuals within the State of California.

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

10 **B. Commonality**

11 33. There are questions of law and fact common to the class that predominate over any
12 questions affecting only individual class members. These common questions of law and fact include:

- 13 a. Whether Defendants failed to pay Employees minimum wages;
- 14 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 15 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
16 § 510;
- 17 d. Whether Defendants failed to pay Employees vacation wages as required under
18 Labor Code § 227.3;
- 19 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
20 § 245;
- 21 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
22 Wage Orders, by failing to provide Employees with requisite meal periods or
23 premium pay in lieu thereof;
- 24 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
25 Orders, by failing to provide Employees with requisite rest breaks or premium pay
26 in lieu thereof;
- 27 h. Whether Defendants violated Labor Code § 226(a);
- 28 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

- j. Whether Defendants failed to keep accurate time and wage records;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

36. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

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

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FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Against All Defendants)

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

39. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Defendants did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked. In addition, Defendants failed to compensate for all hours worked and at the applicable hourly rates. Further, under Defendants' company-wide five minute "tardy period" Class members would be reprimanded for being over five minutes late, and their pay would be docked by an hour. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other members of the Class as to minimum wage pay. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

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

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

41. The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to California Labor Code § 1194(a) which 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.

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

3 California Labor Code § 1194.2 also provides for the following remedies:
4 In any action under Section 1194 . . . to recover wages because of
5 the payment of a wage less than the minimum wages fixed by an
6 order of the commission, an employee shall be entitled to recover
 liquidated damages in an amount equal to the wages unlawfully
 unpaid and interest thereon.

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

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

14 **SECOND CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

19 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
20 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
21 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
22 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
23 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
24 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
25 (8) hours on any seventh day of work in a workweek. In addition, Defendants had a consistent
26 policy of not paying Employees wages for all hours worked, as addressed above. Further, under
27 Defendants' company-wide five minute "tardy period" Class members would be reprimanded for
28 being over five minutes late, and their pay would be docked by an hour. Therefore, Employees

1 were often not properly compensated, nor were they paid overtime rates for all hours worked in
2 excess of eight hours in a given day, and/or forty hours in a given week.

3 47. Furthermore, on information and belief, Defendants did not pay Plaintiff and
4 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
5 to an hourly wage, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary
6 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
7 belief, Defendants failed to incorporate all remunerations, including shift differentials,
8 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
9 of the regular rate of pay for purposes of calculating the overtime wage rate.

10 48. Therefore, during times when Plaintiff and Employees worked overtime and
11 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary
12 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

19 51. The forgoing uncompensated work caused Plaintiff and Employees to work in excess
20 of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling them to
21 overtime and double-time wages which were systemically denied.

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

28 ///

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

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

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

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

58. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7. Additionally, as detailed above, when Defendants did pay meal period premiums, they did so at the normal regular rate of pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

4 **FOURTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

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

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

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

14 63. Additionally, under *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 260
15 (2016) “[D]uring required rest periods, employers must relieve their employees of all duties and
16 relinquish any control over how employees spend their time.” Defendants did not allow Employees
17 to leave the Defendants’ location and this is directly at odds with *Augustus*, as it “tethered
18 [employees] by time and policy to a particular location” and therefore fails to relieve employees of
19 all work duties and employer control during rest periods. *Augusts*, 2 Cal.5th at 269.

20 64. Moreover, Defendants did not compensate Employees with an additional hour of
21 pay at each Employee’s effective hourly rate for each day that Defendants failed to provide them
22 with adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed above,
23 when Defendants did pay rest period premiums, they did so at the normal regular rate of pay
24 without factoring in all forms or remuneration/compensation or by otherwise incorrectly
25 calculating the regular rate.

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

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES
(Against All Defendants)

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

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

68. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Defendants also failed to pay Plaintiff and Employees all earned and accrued vacation pay. Moreover, during the course of Plaintiff and Class members' employment with Defendants, Defendants maintained a vacation policy containing an unlawful cap component. Specifically, Defendants cap the amount of vacation time that an employee may accrue. When the cap is reached, under Defendants' policy, that vacation time is not earned until the vacation time falls below the cap.

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

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

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

70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance

1 with the pay calculation under California Labor Code § 246(1).

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

8 72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
9 § 245 *et seq.* and §§ 245 *et seq.* and 246.

10 **SEVENTH CAUSE OF ACTION**
11 **VIOLATION OF LABOR CODE § 226(a)**
12 **(Against All Defendants)**

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

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

22 75. Defendants failed to provide Employees with accurate itemized wage statements in
23 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
24 Defendants, failed to include the above requirements enumerated above. Employees' wage
25 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed
26 to accurately set forth all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
28 The wage statements provided to Employees were confusing and required Employees to engage in

1 discovery and refer to outside sources to verify whether their pay was correct and potentially
2 resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative
3 obligation to keep accurate records of the correct overtime wages based on proper regular rate
4 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
5 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
6 Additionally, the wage statements given to Employees by Defendants failed to accurately account
7 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
8 Defendants knew or reasonably should have known were owed to Employees, as alleged
9 hereinabove.

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

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

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

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

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EIGHTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174
AND 1174.5
(Against All Defendants)

80. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

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

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

NINTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

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

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

86. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

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

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

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.

(Against All Defendants)

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

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

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

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

93. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

94. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
3 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

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

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

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

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

19 **ELEVENTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

24 100. Plaintiff and Employees are aggrieved employees as defined under Labor Code
25 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 101. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty

1 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
2 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
3 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq*, and 2810.3.

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

6 103. Employees also seek any and all penalties and remedies set forth in Labor Code
7 § 558, which states:

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

20 (b) If upon inspection or investigation the Labor Commissioner
21 determines that a person had paid or caused to be paid a wage for
22 overtime work in violation of any provision of this chapter, or any
23 provision regulating hours and days of work of the Industrial
24 Welfare Commission, the Labor Commissioner may issue a citation.
25 The procedures for issuing, contesting, and enforcing judgments for
26 citations of civil penalties issued by the Labor Commissioner for
27 violation of this chapter shall be the same as those set out in Section
28 1197.1.

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

23 104. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
25 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
26 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
28 that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

1 Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and
2 Defendants postmarked on October 27, 2023. The LWDA has not provided notice of its intent to
3 investigate the alleged violations within 65 calendar days of the postmark date of the letters.

4 **RELIEF REQUESTED**

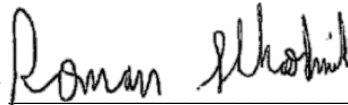
5 WHEREFORE, Plaintiff prays for the following relief:

- 6 1. For an order certifying this action as a class action;
- 7 2. For compensatory damages in the amount of the unpaid minimum wages for work
8 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
9 the filing of this action, as may be proven;
- 10 3. For liquidated damages in the amount equal to the unpaid minimum wage and
11 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 12 4. For compensatory damages in the amount of all unpaid wages, including overtime
13 and double-time pay, as may be proven;
- 14 5. For compensatory damages in the amount of the hourly wage made by Employees
15 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
16 years prior to the filing of this action, as may be proven;
- 17 6. For compensatory damages in the amount of the hourly wage made by Employees
18 for each day requisite rest breaks were not provided or were deficiently provided where no
19 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
20 be proven;
- 21 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 22 8. For restitution and/or damages for all amounts unlawfully withheld from the wages
23 for all class members in violation of Labor Code § 221, as may be proven;
- 24 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
25 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 26 10. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 27 11. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 28 12. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven

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

12
13 DATED: January 4, 2024

D.LAW, INC.

14
15 By 

16 Emil Davtyan
17 David Yermian
18 Roman Shkodnik
19 Amanda Fazio
20 Attorneys for Plaintiff
21 DANIEL AMAYA
22 and the putative class
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DATED: January 4, 2024

By 
 Emil Davtyan
 David Yeremian
 Roman Shkodnik
 Amanda Fazio
 Attorneys for Plaintiff
 DANIEL AMAYA
 and the putative class

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

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Attorneys for BioFilm, Inc.

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

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

Natalia Bermudes
Natalia Bermudes