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April 21, 2025
CA3078

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Comcast Cable Communications
Management, LLC

c/o

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Amended Notice for LWDA Case No.: LWDA-CM-989397-23

Re: Amended Notice Of Violations Of California Labor Code Sections 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.3, 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Arrio Che ("Plaintiff Che") and Calvin Rivera ("Plaintiff Rivera") (collectively referred to as "Plaintiffs") and other Aggrieved Employees in a lawsuit against Comcast Cable Communications Management, LLC ("Defendant").

Plaintiff Che originally sent a PAGA Notice on October 23, 2023, which gave notice to the LWDA and Defendant to enable Plaintiff Che to proceed with the Complaint against Defendant as authorized by California Labor Code sections 2699, et seq.

This Amended Notice is intended to add Plaintiff Calvin Rivera and to clarify the allegations in the October 23, 2023 PAGA Notice.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Comcast Cable Communications Management, LLC (“Defendant”) in California and classified as a non-exempt employee at any time during the period October 23, 2022, through the earlier of the date the Court grants approval of the PAGA settlement or July 13, 2025 (the “PAGA Period”). Our offices represent Plaintiffs Arrio Che and Calvin Rivera (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Comcast Cable Communications Management, LLC (“Defendant”). Plaintiff Che was employed from February of 2017 to August of 2023 by Defendant in California. Plaintiff Rivera was employed from April 2017 to July 2024 by Defendant in California.

Plaintiffs were at all times classified by Defendant as non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Defendant also failed to incorporate non-discretionary bonuses and other incentive pay including shift differentials, tickets to amusement parks, commissions, and other remuneration into calculating the correct overtime rate of pay, meal and rest break premium rate of pay, and sick day rate of pay, leading to underpayment of wages.

Additionally, Defendant did not adequately inform Plaintiffs and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Further, Defendant did not have adequate written policies or practices providing meal periods. Defendant also did not have adequate policies or practices to verify whether Plaintiffs and the Aggrieved Employees were taking their required meal periods. As a result of their rigorous work schedules, Plaintiffs and the Aggrieved Employees were from time to time unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiffs and the Aggrieved Employees were required from time to time to perform work as ordered by Defendant for more than five (5) hours during some shifts without receiving a meal break. Further, Defendant from time to time failed to provide Plaintiffs and Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendant to work ten (10) hours of work. Defendant also engaged in the practice of rounding the meal period times to avoid paying penalties to Plaintiffs and the Aggrieved Employees. Plaintiffs and the Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendant’s corporate policy and practice.

Defendant required Plaintiffs and the Aggrieved Employees to work without paying them for all the time they were under Defendant’s control. Among other things, Defendant required

Plaintiffs to work while clocked out during what was supposed to be Plaintiffs' off-duty meal break. Plaintiffs were from time to time interrupted by work assignments while clocked out for what should have been Plaintiffs' off-duty meal break.

Defendant, as a matter of established company policy and procedure, administered a uniform practice of rounding the actual time worked and recorded by Plaintiffs and the Aggrieved Employees, always to the benefit of Defendant, so that during the course of their employment, Plaintiffs and the Aggrieved Employees were paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time.

Additionally, Defendant engaged in the practice of requiring Plaintiffs and the Aggrieved Employees to perform work off the clock in that Defendant, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into Defendant's Kronos timekeeping system for the workday.

Defendant further failed to compensate Aggrieved Employees for off-the-clock work that they performed before they clocked in at the beginning of their work shifts and after they clocked out at the end of their work shifts. This included Defendant's technician employees who used software called "Tech 360" that tracked their daily installation and service jobs, and who logged in through Tech 360 as "active" for work before clocking in to enter their time in the Payroll timekeeping system, Kronos. Rather than using the Tech 360 time data to accurately capture and record all hours worked, Defendant required Aggrieved Employees to separately enter their time manually into the Kronos timekeeping system. When Aggrieved Employees entered their time in Kronos, they input the scheduled start time for their work shifts, not the actual time that they began working, which was the moment that they logged into Tech 360. Defendant then used the truncated time recorded in Kronos when calculating and paying compensation to the Aggrieved Employees.

Aggrieved Employees also were required to keep company cellular phones on during meal breaks, and they were often interrupted, leading to uncompensated off-the-clock work time. Aggrieved Employees were required to use work phones for work-related activities, including before and after clocking in and clocking out, leading to additional uncompensated offthe-clock work. Aggrieved Employees were required to help sales representatives after clocking out, and attend morning meetings before clocking in, leading to more uncompensated offthe-clock work.

Aggrieved Employees also worked an alternative workweek schedule of 4 days per week and 10 hours each day. However, Defendant failed to comply with all requirements for such an alternative workweek schedule, and thus this workweek schedule was improper, and Defendant failed to pay all overtime wages owed to Plaintiffs and the Aggrieved Employees as a result.

Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Defendant did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendant have adequate policies or practices regarding the timing of rest periods. Defendant also did not have adequate policies or practices to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods. Plaintiffs and the Aggrieved Employees also were required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked over (10) hours or more from time to time. Plaintiffs and the Aggrieved Employees also were not provided with one hour of wages in lieu of the missed rest period. Additionally, Defendant's policy restricted Plaintiffs and the other Aggrieved Employees from unconstrained walks and is unlawful based on Defendant's rule which states Plaintiffs and some of the other Aggrieved Employees (depending on their position and responsibilities) cannot leave the work premises during their rest period.

Additionally, pursuant to Labor Code Sections 204, *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages.

Defendant also regularly failed to pay Plaintiffs and the Aggrieved Employees their correct wages and accordingly owes waiting time penalties pursuant to California Labor Code Section 203. Defendant failed to pay Plaintiffs and terminated Aggrieved Employees all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods. Further, Defendant did not pay the Aggrieved Employees their final paychecks immediately upon involuntary termination, and within 72 when provided notice of voluntary termination.

Additionally, Defendant underpaid accrued vested vacation wages to Plaintiffs and other Aggrieved Employees by failing to pay such wages at the regular rate of pay and more specifically the final rate of pay that included all non-discretionary incentive compensation. Rather than pay vacation wages at the regular rate of pay, Defendant underpaid final vacation wages to Plaintiffs and other Aggrieved Employees at their base rates of pay, instead of including all of Plaintiffs' and other Aggrieved Employees non-discretionary incentive compensation into the vacation wage payment calculations. Defendant failed to specify in Defendant's written vacation policy the rate at which Plaintiffs and other Aggrieved Employees would be paid for accrued vacation upon leaving employment with Defendant. Aggrieved Employees were owed vacation wages at their true final wage rate on their final paycheck from Defendant even though they had accrued unused vacation time. As a result of Defendant's unlawful practice, policy and procedure to deny paying the Plaintiffs and other Aggrieved Employees all of their vested vacation and holiday time, Defendant failed to pay the Plaintiffs and other Aggrieved Employees all vested vacation time as

wages due upon employment termination, in violation of the California Labor Code Sections 201, 202, 203 and 227.3.

Plaintiffs further contend that Defendant failed to provide accurate wage statements to Plaintiffs and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiffs and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiffs and the other Aggrieved Employees failed to identify such information.

More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of California Labor Code Section 226(a)(2). In addition, Defendant did not include the accurate hourly rate for shift differential pay on the wage statements. Defendant's wage statements also showed unauthorized deductions from their pay amounts on the wage statements, which violates Labor Code Section 221. Additionally, Defendant failed to issue to Plaintiffs an itemized wage statement that listed all the requirements under California Labor Code Section 226(a). Defendant further issued wage statements that did not show Defendant's address, and either failed to place the correct legal entity name on the wage statements, or it failed to register the employer corporation with the state of California.

Defendant also underpaid sick pay wages to Plaintiffs and the Aggrieved Employees by failing to pay such wages at the regular rate of pay in violation of California Labor Code Section 246. Specifically, Plaintiffs and other non-exempt employees earned non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, Defendant underpaid sick pay to Plaintiffs and the other Aggrieved Employees at their base rates of pay.

Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period.

Defendant also intentionally and knowingly failed to reimburse and indemnify Plaintiffs and the Aggrieved Employees for required business expenses incurred by the Plaintiffs and the other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendant.

For example, in the course of their employment Plaintiffs and other Aggrieved Employees, as a business expense, were required by Defendant to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for Defendant but were not reimbursed or indemnified by Defendant for the cost associated with the use of their personal cellular phones for Defendant's benefit. Further, Plaintiffs and the Aggrieved Employees were required to purchase masks and specific tools, and purchase and maintain their work clothes (uniforms) without reimbursement. As a result, in the course of their employment with Defendant, Plaintiffs and other Aggrieved Employees incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones, mask and tool

purchases, and uniform purchases and maintenance, all on behalf of and for the benefit of Defendant.

Plaintiffs and other Aggrieved Employees performed tasks that reasonably permitted sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats.

Defendant's conduct described above, as well as the conduct alleged in the incorporated First Amended Complaint, violates Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the First Amended Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) sets forth the violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiffs therefore incorporate the allegations of the attached First Amended Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the First Amended Complaint against Defendant as authorized by California Labor Code sections 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the First Amended Complaint, and to procure civil penalties as provided by the Private Attorneys General Act of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

ATTACHMENT

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7 Attorneys for Plaintiffs

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

11 ARRIO CHE and CALVIN RIVERA, on
12 behalf of the State of California, as private
13 attorney generals,

14 Plaintiffs,

15 vs.

16 COMCAST CABLE COMMUNICATIONS
17 MANAGEMENT, LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

18 Defendants.

Case No. CGC-24-611923

**FIRST AMENDED REPRESENTATIVE
ACTION COMPLAINT FOR**

Civil Penalties Pursuant to Labor Code §
2699, *et seq.* for violations of Labor Code §§
201, 202, 203, 204 *et seq.*, 210, 218, 221,
226(a), 226.3, 226.7, 227.3, 246, 510, 512,
558(a)(1)(2), 1174, 1174.5, 1194, 1197,
1197.1, 1198 and 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), California Code of
Regulations, Title 8, Section 1 1070(14)
(Failure to Provide Seating), and the
applicable Wage Order(s).

1 Plaintiffs Arrio Che and Calvin Rivera (“PLAINTIFFS”), on behalf of the people of the
2 State of California and as “aggrieved employees” acting as private attorneys general under the
3 Labor Code Private Attorneys General Act of 2004, sections 2699, *et seq.* (“PAGA”) only, allege
4 on information and belief, except for their own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFFS bring this action against Defendant Comcast Cable Communications
8 Management, LLC (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties
9 for themselves, and on behalf of all current and former aggrieved employees that worked for
10 DEFENDANT. PLAINTIFFS do **not seek to recover anything other than penalties as**
11 **permitted by California Labor Code § 2699**. To the extent that statutory violations are mentioned
12 for wage violations, PLAINTIFFS do not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on behalf
15 of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole nature
16 of this action.

17 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for DEFENDANT’s
18 violations under PAGA and solely for the relief as permitted by PAGA – that is, penalties and any
19 other relief the Court deems proper pursuant to the PAGA. Nothing in this complaint should be
20 construed as attempting to obtain any relief that would not be available in a PAGA-only action.

21 **THE PARTIES**

22 4. Comcast Cable Communications Management, LLC (“DEFENDANT”) is a limited
23 liability company that at all relevant times mentioned herein conducted and continues to conduct
24 substantial business in California.

25 5. DEFENDANT is a telecommunications company that does business in California.

26 6. Plaintiff Arrio Che was employed by DEFENDANT in California from February of
27 2017 to August of 2023 and was at all times classified by DEFENDANT as a non-exempt
28 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and

1 payment of minimum and overtime wages due for all time worked. Plaintiff Calvin Rivera was
2 employed by DEFENDANT in California from April of 2017 to July of 2024 and was at all times
3 classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the
4 legally required meal and rest periods and payment of minimum and overtime wages due for all
5 time worked.

6 7. PLAINTIFFS, and such persons that maybe added from time to time who satisfy the
7 requirements and exhaust the administrative procedures under PAGA, bring this Representative
8 Action on behalf of the State of California with respect to themselves and all individuals who are
9 or previously were employed by Defendant Comcast Cable Communications Management, LLC
10 (“Defendant”) in California and classified as a non-exempt employee (“AGGRIEVED
11 EMPLOYEES”) during the time period of October 23, 2022 through the earlier of the date the
12 Court grants approval of the PAGA settlement or July 13, 2025 (the “PAGA PERIOD”).

13 8. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
14 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
15 representative action pursuant to Labor Code sections 2699, *et seq.* seeking fixed civil penalties for
16 DEFENDANT’s violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221,
17 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1, 1198,
18 and 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California
19 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable
20 Wage Order(s). Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are
21 aggrieved employees within the meaning of Labor Code sections 2699, *et seq.*

22 9. The true names and capacities, whether individual, corporate, subsidiary,
23 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
24 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names pursuant
25 to California Code of Civil Procedure § 474. PLAINTIFFS will seek leave to amend this Complaint
26 to allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
27 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that the
28 Defendants named in this Complaint, including DOES 1 through 50, inclusive, are responsible in

1 some manner for one or more of the events and happenings that proximately caused the injuries
2 and damages hereinafter alleged.

3 10. The agents, servants and/or employees of the Defendants and each of them acting
4 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
5 agent, servant and/or employee of the Defendants, and personally participated in the conduct
6 alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently,
7 the acts of each Defendant are legally attributable to the other Defendants and all Defendants are
8 jointly and severally liable to PLAINTIFFS and all the AGGRIEVED EMPLOYEES, for the loss
9 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

10 **THE CONDUCT**

11 **Failure to Pay for All Time Worked**

12 11. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
13 PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these employees
14 worked. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required
15 to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, meaning the time
16 during which an employee was subject to the control of an employer, including all the time the
17 employee was permitted or suffered to permit this work. DEFENDANT required these employees
18 to work off the clock without paying them for all the time they were under DEFENDANT's control.
19 As such, DEFENDANT knew or should have known that PLAINTIFFS and the AGGRIEVED
20 EMPLOYEES were under compensated for all time worked. As a result, PLAINTIFFS and the
21 AGGRIEVED EMPLOYEES forfeited time worked by working without their time being
22 accurately recorded and without compensation at the applicable minimum wage and overtime wage
23 rates. To the extent that the time worked off the clock does not qualify for overtime premium
24 payment, DEFENDANT failed to pay minimum wages for the time worked off-the-clock in
25 violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

26
27 12. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
28 required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time worked,

1 meaning the time during which an employee is subject to the control of an employer, including all
2 the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFFS and
3 the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under
4 DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFFS to work while
5 clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFFS were
6 from time to time interrupted by work assignments while clocked out for what should have been
7 PLAINTIFFS' off-duty meal break.

8 13. DEFENDANT, as a matter of established company policy and procedure,
9 administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS
10 and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the
11 course of their employment, PLAINTIFFS and the AGGRIEVED EMPLOYEES are paid less than
12 they would have been paid had they been paid for actual recorded time rather than "rounded" time.

13 14. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFFS and
14 the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a
15 condition of employment, required these employees to submit to mandatory temperature checks
16 and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's
17 Kronos timekeeping system for the workday. DEFENDANT further failed to compensate
18 AGGRIEVED EMPLOYEES for "off-the-clock" work that they performed before they clocked in
19 at the beginning of their work shifts and after they clocked out at the end of their work shifts. This
20 included technician employees who used software called Tech 360 that tracked their daily jobs, and
21 who logged in through Tech 360 as active for work before clocking in to enter their time in the
22 Payroll timekeeping system, Kronos. Rather than using the Tech 360 time data to accurately capture
23 and record all hours worked, DEFENDANT required AGGRIEVED EMPLOYEES to separately
24 enter their time manually into the Kronos timekeeping system. When AGGRIEVED EMPLOYEES
25 entered their time in Kronos, they input the scheduled start time for their work shifts, not the actual
26 time that they began working, which was the moment that they logged into Tech 360.
27 DEFENDANT then used the truncated time recorded in Kronos when calculating and paying
28 compensation to the AGGRIEVED EMPLOYEES.

1 15. AGGRIEVED EMPLOYEES also were required to keep company cellular phones
2 on during meal breaks, and they were often interrupted, leading to uncompensated off-the-clock
3 work time. AGGRIEVED EMPLOYEES were required to use work phones for work-related
4 activities, including before and after clocking in and clocking out, leading to additional
5 uncompensated off-the-clock work. AGGRIEVED EMPLOYEES were required to help sales
6 representatives after clocking out, and attend morning meetings before clocking in, leading to more
7 uncompensated off-the-clock work.

8 16. AGGRIEVED EMPLOYEES also worked an alternative workweek schedule of 4
9 days per week and 10 hours each day. However, DEFENDANT failed to comply with all
10 requirements for such an alternative workweek schedule, and thus this workweek schedule was
11 improper, and DEFENDANT failed to pay all overtime wages owed to PLAINTIFFS and the
12 AGGRIEVED EMPLOYEES as a result.

13 17. As a result, PLAINTIFFS and the AGGRIEVED EMPLOYEES forfeit minimum
14 wage, overtime wage compensation, and off-duty meal breaks by working without their time being
15 correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and
16 practice not to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked is
17 evidenced by DEFENDANT's business records.

18 18. State law provides that employees must be paid overtime and meal and rest break
19 premiums at one-and-one-half times their "regular rate of pay." PLAINTIFFS and the
20 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is tied to
21 specific elements of an employee's performance.

22 **Failure to Pay at The Regular Rate of Pay**

23 19. The second component of PLAINTIFFS' and the AGGRIEVED EMPLOYEES'
24 compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS and
25 the AGGRIEVED EMPLOYEES incentive wages based on their performance for DEFENDANT.
26 The non-discretionary incentive program provided all employees paid on an hourly basis with
27 incentive compensation when the employees met the various performance goals set by
28 DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime, meal

1 and rest break premiums and sick leave pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES,
2 DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate
3 of pay" for purposes of calculating overtime pay, meal and rest break premium pay or sick leave
4 pay. Management and supervisors described the incentive program to potential and new employees
5 as part of the compensation package. As a matter of law, the incentive compensation received by
6 PLAINTIFFS and the AGGRIEVED EMPLOYEES must be included in the "regular rate of pay."
7 The failure to do so has resulted in an underpayment of overtime compensation, meal and rest break
8 premiums and sick leave pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES by
9 DEFENDANT. DEFENDANT also failed to incorporate non-discretionary bonuses and other
10 incentive pay including shift differentials, tickets to amusement parks, commissions, and other
11 remuneration into calculating the correct overtime rate of pay, meal break premium rate of pay, and
12 sick day rate of pay, leading to underpayment of wages.

13 **Failure to Comply With Meal and Rest Period Requirements**

14 20. DEFENDANT did not adequately inform PLAINTIFFS and the AGGRIEVED
15 EMPLOYEES of their right to take a meal period by the end of the fifth hour of work, or, for shifts
16 greater than 10 hours, by the end of the tenth hour of work. Further, DEFENDANT did not have
17 adequate written policies or practices providing meal periods. DEFENDANT also did not have
18 adequate policies or practices to verify whether PLAINTIFFS and the AGGRIEVED
19 EMPLOYEES were taking their required meal periods. As a result of their rigorous work
20 schedules, PLAINTIFFS and the AGGRIEVED EMPLOYEES were from time to time unable to
21 take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal
22 periods. PLAINTIFFS and the AGGRIEVED EMPLOYEES were required from time to time to
23 perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without
24 receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS
25 and AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in which
26 these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT
27 also engaged in the practice of rounding the meal period times to avoid paying penalties to
28 PLAINTIFFS and the AGGRIEVED EMPLOYEES. PLAINTIFFS and the AGGRIEVED

1 EMPLOYEES therefore forfeited meal breaks without additional compensation and in accordance
2 with DEFENDANT's corporate policy and practice.

3 21. DEFENDANT did not adequately inform PLAINTIFFS and the AGGRIEVED
4 EMPLOYEES of their right to take a rest period. DEFENDANT did not have adequate policies or
5 practices permitting or authorizing rest periods for PLAINTIFFS and the AGGRIEVED
6 EMPLOYEES, nor did DEFENDANT have adequate policies or practices regarding the timing of
7 rest periods. DEFENDANT also did not have adequate policies or practices to verify whether
8 PLAINTIFFS and the AGGRIEVED EMPLOYEES were taking their required rest periods. During
9 the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED EMPLOYEES were also required from
10 time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods.
11 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
12 shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period
13 of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time
14 to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked
15 often (10) hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES
16 were also not provided with one hour of wages in lieu of the missed rest period. Additionally, the
17 applicable California Wage Order requires employers to provide employees with off-duty rest
18 periods, which the California Supreme Court defined as time during which an employee is relieved
19 from all work related duties and free from employer control. In so doing, the Court held that the
20 requirement under California law that employers authorize and permit all employees to take rest
21 period means that employers must relieve employees of all duties and relinquish control over how
22 employees spend their time which includes control over the locations where employees may take
23 their rest period. Employers cannot impose controls that prohibit an employee from taking a brief
24 walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS
25 and the AGGRIEVED EMPLOYEES from unconstrained walks and is unlawful based on
26 DEFENDANT's rule which states PLAINTIFFS and some of the AGGRIEVED EMPLOYEES
27 (depending on their position and responsibilities) cannot leave the work premises during their rest
28 period.

Failure to Maintain Accurate Records of Hours Worked

22. DEFENDANT failed to maintain accurate records of hours worked, accurate records showing when employees begin and end each work period, and all meal periods taken or missed by PLAINTIFFS and the AGGRIEVED EMPLOYEES.

Failure to Provide Compliant Wage Statements

23. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. California Labor Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of California Labor Code Section 226(a)(2). In addition, DEFENDANT did not include the accurate hourly rate for shift differential pay on the wage statements. DEFENDANT's wage statements further showed unauthorized deductions from their pay amounts on the wage statement, which violates Labor Code Section 221. Additionally, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code Section 226(a). DEFENDANT further issued wage statements that did not show DEFENDANT's address, and either failed to place the correct legal entity name on the wage statements, or it failed to register the employer corporation with the state of California. As a result, DEFENDANT from time to time provided PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage statements which violated Labor Code § 226.

Failure to Timely Pay Wages

24. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

[In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

25. DEFENDANT from time to time failed to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in accordance with Labor Code § 204(d), including but not limited to the “Hourly” regular wage payments.

Failure to Provide Compliant Sick Leave Pay

26. DEFENDANT underpaid sick pay wages to PLAINTIFF and the AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in violation of California Labor Code Section 246. Specifically, PLAINTIFFS and other non-exempt employees earn non-discretionary remuneration, including, but not limited to, incentives, shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT has underpaid sick pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at their base rates of pay.

27. Labor Code Section 246(1)(2) requires that paid sick time for nonexempt employees be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

28. DEFENDANT violated Labor Code Section 246 by failing to pay sick pay at the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as required under Labor Code Section 246.

Failure to Provide Compliant Final Pay

1 29. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and
2 the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time penalties
3 pursuant to California Labor Code Section 203. DEFENDANT failed to pay Plaintiffs and
4 terminated AGGRIEVED EMPLOYEES all wages required to be paid by Labor Code sections 201
5 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving
6 DEFENDANT's employ. These unpaid wages include wages for unpaid work time (including
7 minimum and straight time wages), missed meal periods, and missed rest periods. Further,
8 DEFENDANT did not pay the AGGRIEVED EMPLOYEES their final paychecks immediately
9 upon involuntary termination, and within 72 hours when provided notice of voluntary termination.
10 Further, PLAINTIFFS are informed and believes and based thereon alleges that such failure to pay
11 sick pay at regular rate was willful, such that the AGGRIEVED EMPLOYEES whose employment
12 has separated are entitled to waiting time penalties pursuant to Labor Code Sections 201-203.

13 **Failure to Pay Accrued Vacation Wages at the Proper Rate**

14 30. The employment of PLAINTIFFS and some AGGRIEVED EMPLOYEES has
15 terminated and DEFENDANT has not tendered payment of all wages owed as required by law.
16 Additionally, at all times during the term of PLAINTIFFS' employment with DEFENDANT,
17 PLAINTIFFS and other AGGRIEVED EMPLOYEES earned and accrued vested vacation and
18 holiday time on the date of their termination pursuant to DEFENDANT's uniform vacation policies
19 and applicable California law. The amount of vacation pay PLAINTIFFS and the other
20 AGGRIEVED EMPLOYEES earned and accumulated is evidenced by DEFENDANT's business
21 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
22 PLAINTIFFS and other AGGRIEVED EMPLOYEES by failing to pay such wages at the regular
23 rate of pay and more specifically the final rate of pay that included all non-discretionary incentive
24 compensation. Rather than pay vacation wages at the regular rate of pay, DEFENDANT underpaid
25 vacation wages to PLAINTIFFS and other AGGRIEVED EMPLOYEES at their base rates of pay,
26 instead of including all of PLAINTIFFS' and other AGGRIEVED EMPLOYEES' non-
27 discretionary incentive compensation into the vacation wage payment calculations. DEFENDANT
28 failed to specify in DEFENDANT's written vacation policy the rate at which PLAINTIFFS and

1 other AGGRIEVED EMPLOYEES would be paid vacation upon leaving employment with
2 DEFENDANT. AGGRIEVED EMPLOYEES were owed vacation wages at their true final wage
3 rate on their final paycheck from DEFENDANT even though they had accrued unused vacation
4 time. As a result of DEFENDANT's unlawful practice, policy and procedure to deny paying the
5 PLAINTIFFS and other AGGRIEVED EMPLOYEES all of their vested vacation and holiday time,
6 DEFENDANT failed to pay the PLAINTIFFS and other AGGRIEVED EMPLOYEES all vested
7 vacation time as wages due upon employment termination, in violation of the California Labor
8 Code, Sections 201, 202, 203 and 227.3. Similarly, DEFENDANT underpaid waiting time penalties
9 to PLAINTIFFS and other AGGRIEVED EMPLOYEES at their base rates of pay, instead of
10 including all of PLAINTIFFS' and other AGGRIEVED EMPLOYEES' non-discretionary
11 compensation into the waiting time penalty calculations. This failure by DEFENDANT is believed
12 to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to provide compensation
13 for earned, accrued and vested vacation and holiday time, as well as the corresponding waiting time
14 penalties that were paid. DEFENDANT perpetrated this unlawful, unfair and deceptive practice to
15 the detriment of PLAINTIFFS and other AGGRIEVED EMPLOYEES. DEFENDANT's uniform
16 practice and policy of failing to pay the AGGRIEVED EMPLOYEES for all vested vacation and
17 holiday time accumulated at employment termination violated and continues to violate Section
18 227.3 of the California Labor Code.

19 **Unlawful Deductions**

20 31. Pursuant to California Labor Code Section 221, "It shall be unlawful for any
21 employer to collector receive from an employee any part of wages theretofore paid by said
22 employer to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFFS
23 and the AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
24 PLAINTIFFS and the AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions
25 from compensation payable to PLAINTIFFS and the AGGRIEVED EMPLOYEES, and thereby
26 failed to pay these employees all wages due at each applicable pay period and upon termination.

27 **Failure to Reimburse for Business Expenses Incurred**

1 32. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
2 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred by the
3 PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of discharging their
4 duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are
5 required to indemnify employees for all expenses incurred in the course and scope of their
6 employment. Cal. Lab. Code § 2802 expressly states that “an employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct consequence
8 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
9 even though unlawful, unless the employee, at the time of obeying the directions, believed them to
10 be unlawful.”

11 33. In the course of their employment PLAINTIFFS and the AGGRIEVED
12 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
13 cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT
14 but were not reimbursed or indemnified by DEFENDANT for the cost associated with the use of
15 their personal cellular phones for DEFENDANT’s benefit. Further, PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES were required to purchase masks and specific tools, and purchase
17 and maintain their work clothes (uniforms) without reimbursement. As a result, in the course of
18 their employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES
19 incurred unreimbursed business expenses which included, but were not limited to, costs related to
20 the use of their personal cellular phones, mask and tool purchases, and uniform purchases and
21 maintenance, all on behalf of and for the benefit of DEFENDANT.

22 **Failure to Provide Suitable Seating**

23 34. In violation of the applicable sections of the California Labor Code and the
24 requirements of the applicable Industrial Welfare Commission (“IWC”) Wage Order,
25 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
26 and systematically failed to provide PLAINTIFFS and the other AGGRIEVED EMPLOYEES
27 suitable seating when the nature of these employees’ work reasonably permitted sitting.
28

1 35. DEFENDANT knew or should have known that PLAINTIFFS and other
2 AGGRIEVED EMPLOYEES were entitled to suitable seating and/or were entitled to sit when it
3 did not interfere with the performance of their duties, and that DEFENDANT did not provide
4 suitable seating and/or did not allow them to sit when it did not interfere with the performance of
5 their duties.

6 36. By reason of this conduct applicable to PLAINTIFFS and all AGGRIEVED
7 EMPLOYEES, DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-
8 2001, Section 14 by failing to provide suitable seats. PLAINTIFFS seek penalties on behalf of
9 PLAINTIFFS and other AGGRIEVED EMPLOYEES as provided herein. Providing suitable
10 seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional disregard of the
11 obligation to meet this burden, DEFENDANT violated the California Labor Code and regulations
12 promulgated thereunder as herein alleged.

13 37. All of the conduct and violations alleged herein occurred during the PAGA
14 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
15 PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those violations that
16 affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*, 2018
17 AJDAR 12157 (Certified for Publication 12/19/18). The amount in controversy for PLAINTIFFS
18 individually does not exceed the sum or value of \$75,000.

19 **JURISDICTION AND VENUE**

20 38. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure, Section 410.10.

22 39. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395.5 and 393, because DEFENDANT operates in locations across California, employs
24 AGGRIEVED EMPLOYEES across California, including in this County, and committed the
25 wrongful conduct herein alleged in this County against AGGRIEVED EMPLOYEES.
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1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698, *et seq.*]**

4 **(By PLAINTIFFS Against All Defendants)**

5 40. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 41. PAGA is a mechanism by which the State of California itself can enforce state labor
8 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
9 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
10 a law enforcement action designed to protect the public and not to benefit private parties. The
11 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
12 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
13 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
14 private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch.
15 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

16 42. PLAINTIFFS, and such persons that may be added from time to time who satisfy
17 the requirements and exhaust the administrative procedures under the Private Attorneys General
18 Act, bring this Representative Action on behalf of the State of California with respect to themselves
19 and all individuals who are or previously were employed by Defendant Comcast Cable
20 Communications Management, LLC ("Defendant") in California and classified as a non-exempt
21 employee ("AGGRIEVED EMPLOYEES") during the time period of October 23 2022 through the
22 earlier of the date the Court grants approval of the PAGA settlement or July 13, 2025 (the "PAGA
23 Period").

24 43. On October 23, 2023, Plaintiff Arrio Che gave written notice by electronic mail to
25 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
26 employer of the specific provisions of this code alleged to have been violated as required by Labor
27 Code § 2699.3. See **Exhibit #1**, attached hereto and incorporated by this reference herein (*PAGA*
28 *Notice only without draft complaint*). On April 21, 2025, Plaintiffs Arrio Che and Calvin Rivera

1 gave written Amended notice by electronic mail to the Labor and Workforce Development Agency
2 (the “Agency”) and by certified mail to the employer of the specific provisions of the Labor Code
3 alleged to have been violated as required by Labor Code § 2699.3. *See Exhibit #2*, attached hereto
4 and incorporated by this reference herein (*PAGA Notice only without draft complaint*). As a result,
5 pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action under
6 PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all
7 AGGRIEVED EMPLOYEES as herein defined.

8 44. The policies, acts and practices heretofore described were and are an unlawful
9 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
10 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record and
11 provide legally required meal and rest periods, (c) failed to pay minimum wages, (d) failed to pay
12 overtime wages and sick pay wages, (e) failed to reimburse employees for required expenses,
13 (f) failed to provide wages when due, and (g) failed to provide suitable seating, all in violation of
14 the applicable Labor Code sections listed in Labor Code §§201, 202, 203, 204 *et seq.*, 210, 218,
15 221, 226(a), 226.3, 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1174, 1174.5, 1194, 1197, 1197.1,
16 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B),
17 California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the
18 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹
19 PLAINTIFFS hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
20 Attorneys General Act of 2004 as the representatives of the State of California for the illegal
21 conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFFS pray for judgment against Defendant Comcast Cable
24 Communications Management, LLC, as follows:

- 25 1. On behalf of the State of California and with respect to all AGGRIEVED
26 EMPLOYEES:

27
28 _____
¹ Plaintiffs specifically exclude and/or do not allege any claims under California Labor Code §558(a)(3).

1 A) Recovery of civil penalties as prescribed by the Labor Code Private
2 Attorneys General Act of 2004; and,

3 B) An award of attorneys' fees and cost of suit, as allowable under the law,
4 including, but not limited to, pursuant to Labor Code §2699.

5
6 Dated: April , 2025

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

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9 By: _____
10 Norman B. Blumenthal
11 Kyle R. Nordrehaug
12 Nicholas J. De Blouw
13 *Attorneys for Plaintiffs*
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EXHIBIT 1

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EXHIBIT 2