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7 and all others similarly situated

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 COYOTE DENALI, an individual, and
13 JEREMY JACKSON, an individual, on behalf
14 of themselves, on behalf of the State of
California as private attorneys general, and on
15 behalf of all others similarly situated,

16 Plaintiffs,

17 v.

18 HIGHLAND ARMS ENTERPRISES, LLC, a
19 Delaware limited liability company, d/b/a A
GARAGE DOOR AND GATE STORE,
20 PRECISION GARAGE DOOR OF SAN
DIEGO, PRECISION OVERHEAD GARAGE
21 DOOR SERVICE OF SAN DIEGO, A
GARAGE AND GATE STORE, and
22 PRECISION GARAGE DOOR OF CHULA
VISTA; PRECISION DOOR SERVICE SVP
23 LLC, a Delaware limited liability company;
24 LBS, INC., a Minnesota corporation, d/b/a A
GARAGE DOOR AND GATE STORE; and
25 DOES 1 through 50, inclusive,

26 Defendants.

Case No.: 37-2024-00008618-CU-OE-CTL

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Meal Period Liability under Lab. Code, § 226.7;
- (4) Rest Break Liability under Lab. Code, § 226.7;
- (5) Failure to Pay Vested Vacation Time upon Termination (Lab. Code, § 227.3);
- (6) Violation of Lab. Code, § 246;
- (7) Failure to Provide Accurate Itemized Employee Wage Statements;
- (8) Failure to Pay All Wages Owed Timely and upon Separation of Employment;
- (9) Failure to Reimburse Business Expenses;
- (10) Violation of Lab. Code, § 1174(d);
- (11) Violation of Bus. & Prof. Code, §§ 17200, *et seq.*; and
- (12) Penalties Pursuant to PAGA, Lab. Code, §§ 2698, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs Coyote Denali and Jeremy Jackson (“Plaintiffs”), on behalf of themselves, the
2 State of California, and all others similarly situated, allege and complain of Defendants Highland
3 Arms Enterprises, LLC, a Delaware limited liability company, d/b/a A Garage Door and Gate Store,
4 Precision Garage Door of San Diego, Precision Overhead Garage Door Service of San Diego, A
5 Garage and Gate Store, and Precision Garage Door of Chula Vista (“Highland Arms”); Precision
6 Door Service SPV LLC, a Delaware limited liability company (“Precision Door Service”); LBS,
7 Inc., a Minnesota corporation, d/b/a A Garage Door and Gate Store (“LBS”); and DOES 1 through
8 50, inclusive (collectively, “Defendants”), and each of them, as follows:

9 **I. INTRODUCTION**

10 1. This is a class action pursuant to Code of Civil Procedure section 382 on behalf of
11 Plaintiffs and the following class: *all current and former hourly paid or non-exempt employees who*
12 *worked for Defendants, and/or their predecessor or merged entities, in the State of California within*
13 *the longest applicable limitations period* (the “Class” or “Class Members”).

14 2. The Judicial Council of California (JCC)’s amended Emergency Rule 9 (effective
15 May 29, 2020) provides: “[n]otwithstanding any other law, the statutes of limitations and repose for
16 civil causes of action that exceed 180 days are tolled from April 6, 2020, until October 1, 2020.”
17 The Advisory Committee Comment notes that: “Emergency rule 9 is intended to apply broadly to
18 toll any statute of limitations on the filing of a pleading in court asserting a civil cause of action.
19 The term ‘civil causes of action’ includes special proceedings. (See Code Civ. Proc., §§ 312, 363
20 [‘action,’ as used in title 2 of the code (Of the Time of Commencing Civil Actions), is construed ‘as
21 including a special proceeding of a civil nature’]] . . . The rule also applies to statutes of
22 limitations on filing of causes of action in court found in codes other than the Code of Civil
23 Procedure.” Accordingly, the relevant time period for claims under the PAGA discussed herein is
24 one year prior to the date Plaintiffs filed their PAGA Notice online with the California Labor and
25 Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants, plus
26 the additional time during which the statute of limitations was tolled (pursuant to Emergency Rule
27 9 of the California Rules of Court) and ongoing.

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1 3. Throughout the time period involved in this case, Defendants willfully maintained a
2 policy and/or practice of failing to pay all wages, including minimum and overtime wages, for all
3 hours worked; failing to provide compliant duty-free meal periods; failing to authorize and permit
4 compliant duty-free rest breaks; failing to pay vested vacated time upon separation; failing to pay
5 sick pay; failing to maintain and provide accurate itemized wage statements; failing to reimburse
6 business expenses; and failing to pay all wages owed timely and upon separation of employment.
7 Defendants' illegal conduct has also given rise to derivative claims for unfair business practices and
8 violation of the Private Attorneys General Act of 2004 ("PAGA").

9 4. Plaintiffs, on behalf of themselves and all other similarly situated employees, also
10 seek all monies owed but withheld and retained by Defendants to which Plaintiffs and Class
11 Members are entitled, pursuant to Business and Professions Code sections 17200 through 17208.
12 Plaintiffs seek an order by the Court awarding restitution, injunctive relief, and all other legal and
13 equitable relief allowed, plus interest, attorneys' fees and costs.

14 5. Plaintiffs, on behalf of themselves and all other similarly situated aggrieved
15 employees (the "Aggrieved Employees"), also bring this representative action against Defendants
16 to recover wages and penalties owed pursuant to Labor Code section 2699. Plaintiffs were
17 compelled to retain the services of counsel to file this action to protect their interests and those of
18 Aggrieved Employees, and have thereby incurred attorneys' fees and costs, which they are entitled
19 to recover under Labor Code section 2699.

20 6. For purposes of the allegations set forth herein, Class Members, along with
21 Aggrieved Employees comprising the PAGA representative action, are collectively referred to as
22 "Employees" except as otherwise specified.

23 **II. JURISDICTION AND VENUE**

24 7. This Court has jurisdiction over this action pursuant to article VI, section 10 of the
25 California Constitution, which grants the superior court "original jurisdiction in all other causes"
26 except those given by statute to other courts. The statutes under which this action is brought do not
27 specify any other basis for jurisdiction. Further, the aggregate amount in controversy for the
28 proposed class action, including monetary damages, restitution, penalties, injunctive relief, and

attorneys' fees, is less than five million dollars (\$5,000,000), exclusive of interest and costs. Plaintiffs reserve the right to seek a larger amount based upon new and different information resulting from investigation and discovery.

8. This Court has personal jurisdiction over Defendants because they do business in California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

9. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil Procedure section 395.5 because, upon information and belief, Defendants transact business in the State of California, County of San Diego.

10. This case should be classified as complex according to California Rules of Court, Rule 3.400, and assigned to a complex litigation judge and department because it is a class action, will involve substantial documentary evidence and a large number of witnesses, is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve, and will require substantial post-judgment judicial supervision.

III. PARTIES

11. Defendant Highland Arms is a Delaware limited liability company, doing business as A Garage Door and Gate Store, Precision Garage Door of San Diego, Precision Overhead of San Diego, A Garage and Gate Store, and Precision Garage Door of Chula Vista, with its principal place of business at 14660 NE North Woodinville Way, Ste. 100, Woodinville, WA 98072. Highland Arms is the successor entity of Highland Arms Enterprises, Inc., a Washington corporation. In November 2023, Highland Arms Enterprises, Inc. converted from a Washington corporation to the Delaware limited liability company Highland Arms Enterprises, LLC. Attached hereto as Exhibit 1 is a true and correct copy of the Articles of Entity Conversion filed with the Washington Secretary of State on November 16, 2023. Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein, Highland Arms and its predecessor entity or entities operated, transacted, and conducted business in San Diego County, California. Moreover, during the relevant period,

1 Highland Arms, and its predecessor entity or entities, employed Plaintiffs and Employees within
2 San Diego County and the State of California.

3 12. Defendant Precision Door Service is a Delaware limited liability company, with its
4 principal place of business at 2395 S. Washington Avenue, Suite 5, Titusville, Florida 32780.
5 Plaintiffs are informed and believe, and based thereon allege, that at all times relevant herein
6 Precision Door Service likewise operated, transacted, and conducted business in San Diego County,
7 California.

8 13. Defendant LBS is a Minnesota corporation with its principal place of business at 827
9 Holt Avenue NW, Elk River, MN 55330. Plaintiffs are informed and believe, and based thereon
10 allege, that at all times relevant herein LBS likewise operated, transacted, and conducted business
11 in San Diego County, California.

12 14. Defendants employed Plaintiffs as non-exempt, hourly employees in California and
13 subjected them to the same employment policies and/or practices that affected Employees.

14 15. Plaintiffs are informed and believe, and based thereon allege, that Defendants do
15 business in the State of California and, at all times hereinafter mentioned, were and are employers
16 as defined in and subject to the Labor Code and Industrial Welfare Commission ("IWC")
17 Occupational Wage Orders. During the relevant period, Defendants employed Plaintiffs and
18 Employees within the State of California.

19 16. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiffs,
21 who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
24 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
25 of the defendants designated hereinafter as DOES when such identities become known.

26 17. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
27 include DOES 1 through 50 identified herein.

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1 18. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
2 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
3 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
4 legally attributable to other Defendants. Plaintiffs are further informed and believe, and based
5 thereon allege, that Defendants are joint employers in that they employed Plaintiffs and Employees
6 at the same time and were operating as a joint enterprise and single entity during the relevant time
7 periods.

8 19. California courts have recognized that the definition of “employer” for purposes of
9 enforcement of the California Labor Code goes beyond the concept of traditional employment to
10 reach irregular working arrangements for the purpose of preventing evasion and subterfuge of
11 California’s labor laws. (*Martinez v. Combs* (2010) 49 Cal.4th 35, 65.) As such, anyone who directly
12 or indirectly, or through an agent or any other person, engages, suffers, or permits any person to
13 work or exercises control over the wages, hours, or working conditions of any person may be liable
14 for violations of the California Labor Code as to that person.

15 20. California law also permits and recognizes the piercing of a corporate veil between
16 sister companies under the single enterprise rule. (*Hasso v. Hapke* (2014) 227 Cal.App.4th 107, 155;
17 *Greenspan v. LADT, LLC* (2010) 191 Cal.App.4th 486, 512.) The single enterprise rule applies
18 where “there are two or more personalities, there is but one enterprise; and that this enterprise has
19 been so handled that it should respond, as a whole, for the debts of certain component elements of
20 it.” (*Hasso, supra*, 227 Cal.App.4th at p. 155; *Greenspan, supra*, 191 Cal.App.4th at p. 512.)

21 21. At all times throughout their employment, Plaintiffs and Employees were regularly
22 and consistently subject to the common policies and/or practices utilized by Defendants.

23 22. Accordingly, all Defendants engaged, suffered, and permitted Plaintiffs and
24 Employees to perform services from which they benefitted. Moreover, the aforementioned entities
25 had the right to exercise control over the wages, hours, and/or working conditions over Plaintiffs
26 and Employees at all relevant times herein, so as to be considered joint employers.

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1 **IV. FACTUAL BACKGROUND**

2 **Defendants Systematically Violated State Wage and Hour Laws**

3 23. While the precise number of Class Members has not been determined at this time,
4 Plaintiffs are informed and believe that there are more than 100 Class Members employed by
5 Defendants within the State of California during the relevant period. On information and belief,
6 Defendants own and operate a garage door and gate installation store located at 9901 Maine Ave.,
7 Lakeside, California.

8 24. Upon information and belief, Plaintiffs and Employees are covered by IWC Wage
9 Order No. 4-2001.¹

10 25. Throughout the applicable period of time, Defendants did not pay Plaintiffs and
11 Employees at least the California minimum wage for all hours worked. Defendants did not fully
12 compensate Plaintiffs and Employees because they were required to perform pre- and post-shift
13 activities that were off the clock, as well as incur unpaid non-productive time (*i.e.*, time spent on-
14 call outside of regular work hours).

15 26. Plaintiffs and Employees were regularly required to be on-call but were never paid
16 for this time. Defendants had a practice and policy of assigning at least one employee to work on
17 call each week. Defendants would then pay the on-call employee \$100 for the entire week of on-
18 call work assignments, regardless of the number of hours actually spent on-call. Additionally,
19 Plaintiffs and Employees performed work during meal and rest breaks. Thus, Defendants engaged
20 in business practices such that Plaintiffs and Employees were not fully compensated for all hours
21 worked.

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

24 28. Labor Code section 1197 states the California requirement that employees must be
25 paid at least the minimum wage fixed by the Commission, and any payment of less than the
26 minimum wage is unlawful. Similarly, Labor Code section 1194 entitles “any employee receiving

27 _____
28 ¹ Upon information and belief, Plaintiffs allege that IWC Wage Order No. 4-2001 is applicable.
However, Plaintiffs reserve the right to amend and/or allege any other applicable Wage Order(s).

1 less than the legal minimum wage...to recover in a civil action the unpaid balance of the full amount
2 of this minimum wage.” IWC Wage Order No. 4-2001 also obligates employers to pay each
3 employee minimum wages for all hours worked.

4 29. These minimum wage standards apply to each hour employees work for which they
5 are not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an
6 employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not,
7 results in an average hourly wage above minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135
8 Cal.App.4th 314, 324.)

9 30. Labor Code section 1194.2 authorizes employees to recover liquidated damages for
10 violations of Labor Code section 1194. Where an employee, like Plaintiffs and Employees, is not
11 paid for all hours worked under Labor Code section 1194, the employee may recover minimum
12 wages and liquidated damages. (*Sillah v. Command Int’l Sec. Servs.* (N.D.Cal. 2015) 154 F.Supp.3d
13 891 [holding that employees suing for failure to pay overtime could recover liquidated damages
14 under section 1194.2 if they also showed they were paid less than minimum wage]; accord, *Andrade*
15 *v. Arby’s Rest. Grp., Inc.* (N.D.Cal. Dec. 12, 2016; No. 15-cv-03175 NC) 2016 U.S.Dist.LEXIS
16 172319, at *20-21.)

17 31. Labor Code section 1197.1 authorizes employees who are paid less than the
18 minimum wage fixed by an applicable state or local law, or by an order of the commission a civil
19 penalty, restitution of wages, and liquidated damages as follows: “(1) [f]or any initial violation that
20 is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
21 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the same
22 specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period
23 for which the employee is underpaid regardless of whether the initial violation is intentionally
24 committed.”

25 32. Labor Code section 510 requires an employer to compensate an employee who works
26 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8)
27 hours worked on the seventh consecutive day no less than one and one-half times the employee’s
28 regular rate of pay. Further, Labor Code section 510 obligates an employer to compensate an

1 employee at no less than twice the regular rate of pay when the employee works more than twelve
2 (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.

3 33. Throughout the applicable period of time, Defendants had a policy and/or practice of
4 failing to pay overtime wages to Plaintiffs and Employees for all overtime hours they worked. The
5 work times of Plaintiffs and Employees have been, and continue to be, greater than eight (8) hours
6 per day and/or forty (40) hours per week. Yet, because Defendants did not pay Plaintiffs and
7 Employees wages for, *inter alia*, hours that were worked off the clock and on-call, Plaintiffs and
8 Employees were deprived wages at overtime premium amounts attributable to overtime hours.
9 Moreover, the overtime that was paid was short because Defendants incorrectly calculated the
10 regular rate for purposes of calculating overtime; Defendants failed to include non-discretionary
11 forms of pay in the regular rate calculations for Plaintiffs and Employees.

12 34. By their common policy and/or practice of requiring Plaintiffs and Employees to
13 work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
14 compensating them at the applicable overtime rate of pay, Defendants willfully violated the
15 provisions of Labor Code sections 510 and 1198, as well as the relevant IWC Wage Order(s).

16 35. Defendants failed to provide Plaintiffs and Employees with timely duty-free meal
17 periods. Labor Code sections 226.7, 512, and IWC Wage Order No. 4-2001 require employers to
18 provide employees with a thirty (30) minute uninterrupted and duty-free meal period within the first
19 five (5) hours of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1042
20 [“Accordingly, first meal periods must start after no more than five hours.”].) Moreover, an
21 employee who works more than ten (10) hours per day is entitled to receive a second thirty (30)
22 minute uninterrupted and duty-free meal period. (*See* Lab. Code, § 512.)

23 36. Defendants denied Plaintiffs and Employees meal periods that comply with Labor
24 Code sections 226.7 and 512, and IWC Wage Order No. 4-2001. Plaintiffs and Employees suffered
25 late, short, interrupted, and/or missed first and second meal periods. (*See Donohue v. AMN Services,*
26 *LLC* (2021) 11 Cal.5th 58 [the California Supreme Court reversed the Fourth Appellate District and
27 set forth two clear rules: (1) employers are not permitted to round time records when determining if
28 employees are entitled to meal premium pay, and (2) it is the employer’s burden to show that

compliant meal periods were provided to employees if the time records show otherwise].) Plaintiffs and Employees did not receive compliant meal periods within the first five (5) hours of their work, and did not receive compliant second meal periods when working shifts of ten (10) hours or more. Instead, Plaintiffs and Employees often worked during what should have been their meal periods. Plaintiffs and Employees were pressured to work during their meal periods. Those few meal periods where Plaintiffs and Employees were free from the pressures of work (*i.e.*, “duty-free”) were often late, short, interrupted or otherwise not code-compliant due to Defendants’ policies or lack thereof.

37. Defendants were also obligated but failed to provide Plaintiffs and Employees with ten (10) minute rest breaks for work shifts exceeding four (4) hours or a major fraction thereof worked as required by Labor Code section 226.7 and IWC Wage Order No. 4-2001. The California Supreme Court held in *Augustus v. ABM Security Services Inc.*, (2016) 2 Cal.5th 257, that employees must be relieved of all duties during rest breaks pursuant to Labor Code section 226.7 and subdivision 12(A) of IWC Wage Order No. 4-2001. The Court found that the Wage Orders and the Labor Code require employers to “relinquish control over how employees spend their time” and “relieve employees of all duties” during employees’ ten-minute rest periods. Plaintiffs and Employees did not receive compliant rest breaks.

38. Defendants failed to permit or authorize Plaintiffs and Employees to stop working in order to take rest breaks, and lacked a legally compliant policy that would authorize and permit Plaintiffs and Employees duty-free rest breaks, off premises, and otherwise outside of Defendants’ control.

39. In addition to failing to authorize and permit compliant meal and rest breaks, Plaintiffs and Employees were not compensated with one (1) hour’s worth of pay at their regular rates of pay when they were not provided with compliant meal and rest breaks in accordance with Labor Code section 226.7, subdivision (b). (*See Ferra v. Loews Hollywood Hotel* (2021) 11 Cal.5th 858.)

40. Defendants also failed to properly compute bonuses, commission wages, and other non-base wages earned by Plaintiffs and the Class into their regular rate of pay for purposes of

1 paying meal period premiums as required by Labor Code sections 226.7, 246, 510, 512, 558, and
2 1194 and IWC Wage Order No. 4-2001.

3 41. Defendants maintain a paid time off policy and practice that provides Employees
4 paid vacation time, among other things. Under their policy, Plaintiffs and Employees accrued
5 vacation time. Despite their accrued and vested vacation time, Plaintiffs and Employees were not
6 paid their vested vacation as wages at their final rate upon termination of employment, in violation
7 of Labor Code section 227.3.

8 42. Defendants did not pay Plaintiffs and Employees sick pay wages, in violation of
9 Labor Code section 246.

10 43. Defendants violated Labor Code sections 2800 and 2802 by failing to pay and
11 indemnify Plaintiffs and Employees for their necessary business expenditures and losses incurred
12 in direct consequence of the discharge of their duties.

13 44. Due to Defendants' non-compliant policies and/or practices described herein,
14 Plaintiffs and Employees whose employment with Defendants concluded were not compensated for,
15 *inter alia*, minimum and overtime wages for all hours worked, as well as vested vacation and sick
16 pay wages, and were not paid all meal and rest break premiums owed at their regular rates of pay.
17 Thus, Defendants have failed to pay Plaintiffs and Employees all wages, whose sums were certain,
18 at the time of termination or within seventy-two (72) hours of their resignation, and have failed to
19 pay those sums for thirty (30) days thereafter in violation of Labor Code section 203.

20 45. Labor Code section 203 provides "if an employer willfully fails to pay...any wages
21 of an employee who is discharged or who quits, the wages of the employee shall continue as a
22 penalty..." for up to 30 days. (Lab. Code, § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.)

23 46. Labor Code section 204 expressly requires that "[a]ll wages...earned by any person
24 in any employment are due and payable twice during each calendar month, on days designated in
25 advance by the employer as the regular paydays." Pursuant to Labor Code section 204, subdivision
26 (d), these requirements are "deemed satisfied by the payment of wages for weekly, biweekly or
27 semimonthly payroll if the wages are paid not more than seven calendar days following the close of
28 the payroll period." Due to Defendants' failure to pay Plaintiffs and Employees for all hours worked

1 at the legal minimum and overtime rates, Defendants failed to timely pay Plaintiffs and Employees
2 within seven (7) days of the close of the payroll period in accordance with Labor Code section 204
3 on a regular and consistent basis.

4 47. Through Labor Code section 210 and the PAGA, and to the extent permitted by law,
5 Plaintiffs and Employees are entitled to recover civil penalties for violations of Labor Code section
6 204.

7 48. Further, Plaintiffs and Employees were not furnished with accurate itemized wage
8 statements that accurately showed their gross wages earned, net wages earned, premium payments
9 at their regular rates of pay for non-compliant meal and rest breaks, the number of hours worked,
10 all applicable hourly rates and corresponding number of hours worked at each hourly rate in effect
11 during each pay period, and other information required by Labor Code section 226, subdivision (a).
12 Defendants failed to keep records indicating the start and end time of each on-call shift, including
13 but not limited to, regularly scheduled on-call shifts assigned to Plaintiffs and Employees.
14 Defendants also failed to keep records regarding the actual start and end of each meal period
15 provided to Plaintiffs and Employees. As a result of the failure to track on-call time, meal periods,
16 and rest breaks, the amount of sick pay available to use, and Defendants' other policies and practices
17 such as requiring Plaintiffs and Employees to work off-the-clock, non-payment of unproductive
18 time spent on call, failure to reimburse business expenses, failure to pay vested vacation time wages
19 upon termination, failure to pay sick pay wages, and failure to pay meal period and rest break
20 premiums, the wage statements that were provided were inevitably inaccurate.

21 49. During the relevant period, Defendants knowingly and intentionally failed to provide
22 Plaintiffs and Employees with the above-described writing through actions alleged herein in
23 violation of Labor Code section 226. Plaintiffs and Employees have been injured by Defendants'
24 intentional violation of Labor Code section 226, subdivision (a), because they were denied both their
25 legal right to receive, and their protected interest in receiving, accurate itemized wage statements.

26 50. In addition, because Defendants failed to provide the accurate and mandated
27 information on the itemized wage statements, Plaintiffs and Employees were prevented by
28 Defendants from determining if all hours worked were paid and the extent of the underpayment.

1 Plaintiffs had to file this lawsuit and perform computations in order to analyze whether, and to what
2 extent, Plaintiffs and Employees suffered underpayment, thereby causing Plaintiffs to incur
3 expenses and time lost. Thus, Plaintiffs and Employees are owed the greater of all actual damages
4 or fifty dollars (\$50.00) for the initial pay period in which a violation occurs, and one hundred dollars
5 (\$100.00) per employee for each violation in a subsequent pay period, not exceeding an aggregate
6 penalty of four thousand dollars (\$4,000.00), as provided for in Labor Code section 226, subdivision
7 (e).

8 51. Moreover, for the violations described above, Plaintiffs and Employees may also
9 recover civil penalties pursuant to Labor Code section 226.3 and the PAGA for Defendants'
10 violations of Labor Code section 226, subdivision (a).

11 52. Plaintiffs and Employees have also been denied their legal right and protected
12 interest in having available at a central location at the establishment where they are employed
13 accurate and complete payroll records showing the hours worked daily by, and the wages paid to,
14 Plaintiffs and Employees at those respective locations pursuant to Labor Code section 1174.
15 Pursuant to Labor Code section 1174.5 and the PAGA, Plaintiffs and Employees may also recover
16 civil penalties for violation of Labor Code section 1174, subdivision (d).

17 53. Based on the foregoing, Defendants have also engaged in unlawful and unfair
18 business practices in violation of Business and Professions Code sections 17200, *et seq.*, thereby
19 entitling Plaintiffs and Class Members to restitution, disgorgement of profits, or other equitable
20 remedies.

21 V. CLASS ACTION ALLEGATIONS

22 54. Plaintiffs bring this action on behalf of themselves and all others similarly situated
23 as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a
24 proposed class comprised of and defined as follows:

25 *All current and former hourly paid or non-exempt employees who worked for*
26 *Defendants, and/or their predecessors or merged entities, in the State of California*
27 *within the longest applicable limitations period (again, the "Class" or "Class*
28 *Members").*

1 55. Plaintiffs reserve the right under California Rules of Court, Rule 3.765, subdivision
2 (b), to amend or modify the class description identified herein with greater specificity or further
3 division into subclasses or limitation to particular issues.

4 56. This action has been brought and may properly be maintained as a class action under
5 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
6 of interest in the litigation and the Class is easily ascertainable.

7 **A. Numerosity**

8 57. The potential members of the Class as defined are so numerous that joinder of all the
9 members of the Class is not practicable. Plaintiffs are informed and believe that there are more than
10 100 Class Members employed by Defendants within the State of California during the relevant
11 period.

12 58. Plaintiffs allege Defendants' employment records would provide information as to
13 the number and location of all Class Members.

14 **B. Commonality**

15 59. There are questions of law and fact common to the Class that predominate over any
16 questions affecting only individual Class Members. These common questions of law and fact
17 include, without limitation:

18 a. Whether Defendants' failure to pay wages, without abatement or reduction,
19 in accordance with the Labor Code, was willful;

20 b. Whether Defendants had a corporate policy and/or practice of failing to pay
21 Class Members for all hours worked in violation of California law;

22 c. Whether Defendants failed to pay at least the minimum wage to Class
23 Members for all hours worked;

24 d. Whether Defendants required Class Members to work over eight (8) hours
25 per day and/or over forty (40) hours per week and failed to pay the legally required overtime
26 compensation to Class Members;

27 e. Whether Defendants deprived Class Members of legally compliant meal
28 periods and rest breaks;

1 f. Whether Defendants had a corporate policy and/or practice of failing to pay
2 Class Members required premium payments for non-compliant (*e.g.*, short, late, interrupted, and/or
3 missed altogether) meal periods and rest breaks in violation of California law;

4 g. Whether Defendants violated Labor Code section 227.3 by failing to pay
5 vested vacation time as wages upon termination of Plaintiffs' and Class Members' employment;

6 h. Whether Defendants failed to pay Plaintiffs and Class Members sick pay;

7 i. Whether Defendants failed to reimburse Class Members for necessary
8 business-related expenses and costs;

9 j. Whether Defendants failed to timely pay all wages due to Class Members
10 during their employment;

11 k. Whether Defendants failed to pay all wages due to Class Members within the
12 required time upon their discharge or resignation;

13 l. Whether Defendants complied with wage reporting as required by the Labor
14 Code, including, *inter alia*, section 226;

15 m. Whether Defendants kept complete and accurate payroll records as required
16 by the Labor Code, including, *inter alia*, section 1174, subdivision (d);

17 n. Whether Defendants' conduct was willful or reckless;

18 o. Whether Defendants engaged in unfair business practices in violation of the
19 Unfair Competition Law, Business and Professions Code sections 17200, *et seq.*;

20 p. Whether Class Members are entitled to compensatory damages pursuant to
21 the Labor Code;

22 q. The appropriate amount of damages, restitution, and/or monetary penalties
23 resulting from Defendants' violation of California law;

24 r. Whether Class Members are entitled to attorneys' fees and costs; and

25 s. Whether Class Members are entitled to interest.

26 **C. Typicality**

27 60. The claims of Plaintiffs are typical of the claims of the Class. Plaintiffs and Class
28 Members sustained injuries and damages arising out of and caused by Defendants' common course

of conduct in violation of laws and regulations that have the force and effect of law and statutes, as alleged herein.

D. Adequacy of Representation

61. Plaintiffs will fairly and adequately represent and protect the interests of the Class. Counsel who represent Plaintiffs and Class Members are competent and experienced in litigating wage and hour class and representative actions, and have the financial resources to litigate the claims at issue.

E. Superiority of Class Action

62. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendants' policy and/or practice of failing to pay minimum and overtime wages, failing to provide compliant duty-free meal periods and/or pay premiums owed thereon, failing to authorize and permit compliant duty-free rest breaks and/or pay premiums owed thereon, failing to pay vested vacation time as wages upon separation of employment, failing to pay sick pay, failing to maintain and provide accurate itemized wage statements, failing to reimburse necessary business expenses incurred, failing to pay all wages owed in a timely manner, failing to pay all wages due upon termination and/or resignation, and engaging in unfair business practices.

63. Class action treatment will allow those similarly situated persons to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY MINIMUM WAGES**

3 **(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and the Relevant IWC Wage Orders)**

4 **[On Behalf of Plaintiffs and the Class against All Defendants]**

5 64. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
6 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
7 fully set forth herein.

8 65. Throughout the period of time applicable to this cause of action, Defendants did not
9 pay Plaintiffs and Class Members at least the California minimum wage for all hours worked,
10 thereby violating Labor Code section 1194 and the relevant IWC Wage Order(s), as a result of, but
11 not limited to, Defendants' failure to pay for work performed off the clock, including, *inter alia*,
12 pre- and post-shift work, on-call work, along with work performed during meal and rest periods.

13 66. Defendants' failure to pay Plaintiffs and Class Members the minimum wage as
14 required is unlawful and violates Labor Code sections 1182.12, 1194, 1194.2, 1197, and 1197.1. As
15 a result, Plaintiffs and Class Members are entitled to recover the unpaid balance of their minimum
16 wage compensation, as well as interest, costs, and attorney's fees, and liquidated damages in an
17 amount equal to the wages unlawfully unpaid and interest thereon.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY OVERTIME WAGES**

20 **(Lab. Code, §§ 223, 510, and 1198 and the Relevant IWC Wage Orders)**

21 **[On Behalf of Plaintiffs and the Class against All Defendants]**

22 67. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
23 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
24 fully set forth herein.

25 68. At all times relevant to this Complaint, Labor Code section 510, subdivision (a), was
26 in effect, and provided: "[e]ight hours of labor constitutes a day's work. Any work in excess of eight
27 hours in one workday and any work in excess of forty hours in any one workweek ... shall be
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1 compensated at the rate of no less than one and one-half times the regular rate of pay for an
2 employee.”

3 69. At all times relevant to this Complaint, Labor Code section 223 was in effect, and
4 makes it unlawful for employers to pay their employees wages lower than required by contract or
5 statute while purporting to pay them legal wages.

6 70. Pursuant to the relevant IWC Wage Order(s), an employee shall not be employed
7 more than eight (8) hours in any workday and/or more than forty (40) hours in any workweek unless
8 the employee receives one and one-half (1½) times such employee’s regular rate of pay for all hours
9 worked over eight (8) hours in any workday and/or more than forty (40) hours in any workweek.
10 Further, an employer must compensate an employee at no less than twice the employee’s regular
11 rate of pay when the employee works more than twelve (12) hours in a day or more than eight (8)
12 hours on the seventh consecutive day of work.

13 71. At all times mentioned, Plaintiffs and the Class regularly worked shifts that consisted
14 of more than eight (8) hours in a workday and/or more than forty (40) hours in a workweek and
15 were not paid proper overtime wages for all overtime hours worked as a result of, but not limited
16 to, Defendants’ failure to pay for work performed off the clock, including pre- and post-shift
17 activity, as well as unpaid on-call time. Further, the overtime that was paid to Plaintiffs and Class
18 Members was short, as Defendants incorrectly calculated the regular rate of pay for purposes of
19 calculating overtime because Defendants failed to include non-discretionary forms of pay in regular-
20 rate calculations.

21 72. Accordingly, by requiring Plaintiffs and the Class to work in excess of eight (8) hours
22 per day and/or forty (40) hours per week without properly compensating them overtime wages, as
23 described above, Defendants willfully violated the provisions of Labor Code section 1194.

24 73. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
25 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery of such
26 amounts, plus interest and penalties thereon, costs, and attorneys’ fees.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Lab. Code, §§ 226.7, 512, and the Relevant IWC Wage Orders)**

4 **[On Behalf of Plaintiffs and the Class against All Defendants]**

5 74. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
6 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
7 fully set forth herein.

8 75. Labor Code section 226.7 provides “an employer shall not require an employee to
9 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
10 applicable regulation, standard, or order of the Industrial Welfare Commission (“IWC”).” Similarly,
11 Labor Code section 512 and the IWC Wage Orders require employers to provide employees with
12 thirty (30) minute uninterrupted and duty-free meal periods within the first five (5) hours of work.
13 (*See Brinker, supra*, 53 Cal.4th at p. 1042 [“Accordingly, first meal periods must start after no more
14 than five hours.”].) Moreover, an employee who works more than ten (10) hours per day is entitled
15 to receive a second thirty (30) minute uninterrupted and duty-free meal period. (*See* Lab. Code, §
16 512.)

17 76. Despite these legal requirements, Defendants failed to always provide meal periods
18 that comply with Labor Code sections 226.7 and 512, and IWC Wage Order No. 4-2001. Plaintiffs
19 and Class Members experienced short, untimely, and interrupted meal periods, and frequently the
20 demands of employee job duties were such that they were prevented from taking a meal period
21 altogether. Having been thus subjected to late, short, interrupted, and missed meal periods, Plaintiffs
22 and Class Members did not receive their statutorily mandated meal periods.

23 77. Under Labor Code section 226.7 and the relevant IWC Wage Order(s), Plaintiffs and
24 Class Members are entitled to be paid one (1) hour of additional wages at their regular rates of pay
25 for each day they were not provided with all required meal periods. (*See Ferra, supra*, 11 Cal.5th at
26 p. 858.) Defendants failed to pay Plaintiffs and Class Members the additional wages to which they
27 were entitled for non-compliant meal periods.

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78. As a result, Defendants are liable to Plaintiffs and each Class Member for one (1) hour of additional wages at their regular rates of pay for each workday a compliant meal period was not provided, in a sum to be proven at trial.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST BREAKS

(Lab. Code, § 226.7 and the Relevant IWC Wage Orders)

[On Behalf of Plaintiffs and the Class against All Defendants]

79. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

80. Under the applicable IWC Wage Order(s), an employer must authorize and permit all employees to take ten (10) minute duty free rest breaks for every major fraction of four hours worked. Labor Code section 226.7 provides “an employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

81. Defendants are required by California law to authorize and permit breaks of ten (10) uninterrupted minutes for each four hours of work or major fraction thereof (*i.e.*, more than two hours). That is, the required number of rest breaks is equal to the number of work hours divided by four, and if the work time is not evenly divisible by four, any remainder of two hours or less is rounded down and that which exceeds two hours is rounded up. For example, if a Class Member's work time is six hours and ten minutes, he or she is entitled to two rest breaks. If the work time is nine hours, the employee is still entitled to only two rest breaks. (There is an exception: if the shift is under three and one-half hours, no rest break is required.) Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

82. Despite these legal requirements, Defendants failed to authorize and permit Plaintiffs and the Class to take timely, duty-free rest breaks. Plaintiffs and the Class were subject to policies and/or practices that prevented them from taking legally compliant rest breaks. Defendants did not relieve Plaintiffs and the Class of all duties during their rest breaks and required them to be available

1 to continue working—or, in fact, interrupted them—during their rest breaks. Defendants also
2 pressured Plaintiffs and the Class to perform their duties in a way that made taking duty-free rest
3 breaks difficult, including, but not limited to, scheduling a heavy workload, maintaining an informal
4 anti-rest break policy enforced through ridicule or reprimand, creating incentives to forego breaks,
5 and exerting other forms of coercion deterring Plaintiffs and the Class from taking their legally
6 protected rest breaks. Here, as a companywide practice and in fact, Defendants did not offer
7 Plaintiffs and the Class the opportunity to receive compliant off-duty rest breaks and, thus, “the
8 court may not conclude employees voluntarily chose to skip...breaks.” (*Alberts v. Aurora*
9 *Behavioral Health Care* (2015) 241 Cal.App.4th 388, 410 [“[i]f an employer fails to provide legally
10 compliant meal or rest breaks, the court may not conclude employees voluntarily chose to skip those
11 breaks.”]; accord, *Brinker, supra*, 53 Cal.4th at p. 1033 [“No issue of waiver ever arises for a rest
12 break that was required by law but never authorized; if a break is not authorized, an employee has
13 no opportunity to decline to take it.”].)

14 83. In *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257, the court expressly
15 rejected the employer’s assertion that it could provide an on-duty rest break to employees who
16 worked as security guards and further explained “that employers [must] relinquish any control over
17 how employees spend their break time, and relieve their employees of all duties.” (*Id.* at p. 273.)
18 However, Defendants did not relieve Plaintiffs and Class Members of all duties and relinquish
19 control over how Plaintiffs and Class Members spend their time.

20 84. Plaintiffs and Class Members were not compensated with one (1) hour’s worth of
21 pay at their regular rates of pay when they were not provided with compliant rest breaks in
22 accordance with Labor Code section 226.7, subdivision (b). (*See Ferra, supra*, 11 Cal.5th at p. 858.)

23 85. As a result, Defendants are liable to Plaintiffs and Class Members for one (1) hour
24 of additional pay at their regular rates of pay for each workday when a compliant rest break was not
25 provided, in a sum to be proven at trial.

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY VESTED VACATION**

3 **(Lab. Code, § 227.3)**

4 **[On Behalf of Plaintiffs and the Class against All Defendants]**

5 86. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
6 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
7 fully set forth herein.

8 87. Once an employee accrues vacation time, that time is treated as compensation and
9 cannot be forfeited without compensation. Pursuant to Labor Code section 227.3, vested vacation
10 time constitute wages that must be paid to the employee at the employee's final rate of pay upon
11 termination of employment. An employer may not adopt policies that require forfeiture of vested
12 vacation time without compensation.

13 88. Defendants' paid time off and vacation policies constitute a vacation time policy
14 subject to Labor Code section 227.3.

15 89. Plaintiffs and Class Members accrued vested vacation time that was payable as
16 wages to them upon termination of their employment with Defendants, but Defendants failed to pay
17 Plaintiffs and Class Members their vested vacation time as wages at their final rate of pay upon
18 termination. Accordingly, Defendants violated Labor Code provisions including, but not limited to,
19 sections 201, 202, 203, and 227.3.

20 90. Plaintiffs and Class Members are thus entitled to recover unpaid wages for all unused
21 vacation time.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PAY SICK PAY**

24 **(Lab. Code, § 246)**

25 **[On Behalf of Plaintiffs and the Class against All Defendants]**

26 91. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
27 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
28 fully set forth herein.

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

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

94. Labor Code section 246, subdivision (l), states:

For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

95. Plaintiffs and Class Members accrued paid sick time during their employment with Defendants, but Defendants failed to pay Plaintiffs and the Class sick pay in a manner that fully complies with Labor Code section 246. Thus, Plaintiffs and the Class are entitled to recover unpaid wages for all sick pay that was not paid to them in accordance with Labor Code section 246.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Lab. Code, §§ 226 and 226.3)

[On Behalf of Plaintiffs and the Class against All Defendants]

96. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

97. Labor Code section 226, subdivision (a), requires employers, semi-monthly or at the time of each payment of wages, to furnish employees an accurate itemized statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;
- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer; and
- (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

98. During the relevant time period, due to Defendants' failure to pay Plaintiffs and Class Members meal and rest break premiums at the regular rates of pay thereon, failure to pay minimum and overtime wages, along with the failure to accurately track on-call shifts and meal periods, and failure to accurately track vested vacation and accrued sick pay wages, the wage statements issued by Defendants, at a minimum, do not indicate the correct amount of gross wages earned, the correct total hours worked, the correct net wages earned, and the applicable and/or correct hourly rates in effect and the corresponding number of hours worked at each hourly rate in violation of Labor Code section 226, subdivisions (a)(1), (2), (3), (5), and (9). Moreover, there is a standalone violation of the Labor Code section 226, subdivision (a)(8), to the extent the correct employer entity name is not stated on the Plaintiffs' and Class Members' itemized wage statements.

99. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code section 226, subdivision (a), is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not

1 exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of
2 costs and reasonable attorneys' fees.

3 100. The absence of accurate information on their wage statements has delayed challenge
4 to Defendants' unlawful pay practices, requires discovery and mathematical computations to
5 determine the amount of wages owed, causes difficulty and expense in attempting to reconstruct
6 time and pay records, and led to submission of inaccurate information about wages and amounts
7 deducted from wages to state and federal governmental agencies. Plaintiffs would not have had to
8 engage in these efforts and incur these costs had Defendants provided accurate wage statements.
9 This also delayed Plaintiffs' ability to demand and recover the underpayment of wages from
10 Defendants.

11 101. Thus, Plaintiffs and Class Members have been injured by Defendants' violation of
12 Labor Code section 226, subdivision (a), because they were denied both their legal right to receive,
13 and their protected interest in receiving, accurate itemized wage statements.

14 102. Plaintiffs and Class Members are thus entitled to recover from Defendants the greater
15 of their actual damages caused by Defendants' failure to comply with Labor Code section 226,
16 subdivision (a), or an aggregate penalty not exceeding four thousand dollars (\$4,000.00) per
17 employee pursuant to Labor Code section 226, subdivision (e), and any other allowable penalties
18 including those pursuant to Labor Code section 226.3.

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES WITHIN A TIMELY MANNER**

21 **AND UPON SEPARATION OF EMPLOYMENT**

22 **(Lab. Code, §§ 201, 202, 203, 204, and 210)**

23 **[On Behalf of Plaintiffs and the Class against All Defendants]**

24 103. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
25 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
26 fully set forth herein.

27 104. Labor Code sections 201 and 202 provide that if an employer discharges an
28 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,

1 and that if an employee voluntarily leaves his or her employment, his or her wages shall become
2 due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
3 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is
4 entitled to his or her wages at the time of quitting.

5 105. Labor Code section 203 provides that if an employer willfully fails to pay
6 compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the
7 employer is liable for penalties in the form of continued compensation up to thirty (30) days.

8 106. As alleged herein and above, Defendants' failure to pay wages was willful in that
9 Defendants knew wages were owed to Plaintiffs and Class Members, but failed to pay said wages,
10 at the time of termination, or within 72 hours of resignation, thus entitling Plaintiffs and Class
11 Members to penalties under Labor Code section 203, which provides that an employee's wages shall
12 continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

13 107. Labor Code section 204 requires that all wages earned by any person in any
14 employment between the 1st and 15th day, inclusive, of any calendar month, other than those wages
15 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
16 month during which the labor was performed, and that all wages earned by any person in any
17 employment between the 16th and the last day, inclusive, of any calendar month, other than those
18 wages due upon termination of an employee, are due and payable between the 1st and 10th day of
19 the following month. Section 204 also requires that all wages earned for labor in excess of the normal
20 work period shall be paid no later than the payday for the next regular payroll period.

21 108. The requirements of Labor Code section 204 shall be deemed satisfied by the
22 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
23 seven calendar days following the close of the payroll period when the wages were earned.

24 109. During the relevant time period, Defendants failed to pay Plaintiffs and Class
25 Members all wages due to them within the time period specified by Labor Code section 204
26 including, but not limited to minimum and overtime wages, along with meal and rest break
27 premiums, as well as accumulated but unused vacation and sick pay wages.

110. Labor Code section 210 imposes upon Defendants a penalty of \$100.00 for each violation of failing to pay the wages of each employee. Furthermore, Labor Code section 210 imposes upon Defendants for each subsequent violation, or any willful or intentional violation, of failure to pay the wages of each employee a penalty of \$200.00, plus 25 percent of the amount unlawfully withheld.

111. Pursuant to Labor Code sections 218.5 and 218.6, along with Civil Code sections 3287, subdivision (b), and 3289, Plaintiffs request that the Court award reasonable attorneys' fees and the costs incurred by them in this action, along with pre-judgment interest on all amounts recovered herein, as well as any statutory penalties Defendants may owe under the California Labor Code and/or any other statute.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Lab. Code, §§ 2800 and 2802)

[On Behalf of Plaintiffs and the Class against All Defendants]

112. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully alleged herein.

113. Labor Code sections 2800 and 2802 provide that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

114. Defendants required Plaintiffs and Class Members to pay for necessary business expenses, including but not limited to, paying for hand tools, power tools, and other equipment that was purchased for business-related purposes and which was necessary for their jobs. Expenses were incurred as a direct consequence of Plaintiffs' and Class Members' work duties and at the direction of Defendants.

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1 115. Although Plaintiffs and Class Members were required to incur costs for said
2 equipment, Plaintiffs and Class Members were not provided reimbursement for those business-
3 related expenses. California law prohibits an employer from failing to indemnify business expenses
4 or losses incurred by employees.

5 **TENTH CAUSE OF ACTION**

6 **VIOLATION OF LAB. CODE, § 1174, SUBDIVISION (d)**

7 **[On Behalf of Plaintiffs and the Class against All Defendants]**

8 116. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
9 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
10 fully set forth herein.

11 117. Pursuant to Labor Code section 1174, subdivision (d), an employer shall keep at a
12 central location in the state or at the plants or establishments at which employees are employed,
13 payroll records showing the hours worked daily by, and the wages paid to employees employed
14 at, the respective plants or establishments. These records shall be kept in accordance with rules
15 established for this purpose by the Commission, but in any case, shall be kept on file for not less
16 than three years.

17 118. Defendants have intentionally and willfully failed to keep accurate and complete
18 payroll records showing the hours worked daily by, and the wages paid to, Plaintiffs and Class
19 Members.

20 119. As a result of Defendants' violation of Labor Code section 1174, subdivision (d),
21 Plaintiffs and Class Members have suffered injury and damage to their statutorily protected rights.

22 120. More specifically, Plaintiffs and Class Members have been injured by Defendants'
23 intentional and willful violation of Labor Code section 1174, subdivision (d), because they were
24 denied both their legal right and protected interest in having available, accurate, and complete
25 payroll records pursuant to Labor Code section 1174, subdivision (d).

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1 **ELEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION LAW VIOLATIONS**

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

4 **[On Behalf of Plaintiffs and the Class against All Defendants]**

5 121. Plaintiffs, on behalf of themselves and the Class, reallege and incorporate by
6 reference all of the allegations contained in the preceding paragraphs of this Complaint as though
7 fully set forth herein.

8 122. California's Unfair Competition Law ("UCL"), Business and Professions Code
9 sections 17200, *et seq.*, prohibits any unlawful, unfair, or fraudulent business practices. Business
10 and Professions Code section 17204 allows "any person who has suffered injury in fact and has lost
11 money or property" to prosecute a civil action for violation of the UCL. Such a person may bring
12 such an action on behalf of himself or herself and others similarly situated who are affected by the
13 unlawful, unfair, or fraudulent business practice.

14 123. Labor Code section 90.5, subdivision (a), states that it is the public policy of
15 California to vigorously enforce minimum labor standards in order to ensure employees are not
16 required to work under substandard and unlawful conditions, and to protect employers who comply
17 with the law from those who attempt to gain competitive advantage at the expense of their workers
18 by failing to comply with minimum labor standards.

19 124. A violation of Business and Professions Code sections 17200, *et seq.*, may be
20 predicated upon the violation of any state or federal law. Defendants' policies and/or practices have
21 violated state law in at least the following respects:

22 (a) Requiring Plaintiffs and Class Members to work without paying them the
23 minimum wage for all hours worked in violation of Labor Code sections 1182.12, 1194, 1194.2,
24 1197, and 1197.1, and applicable IWC Wage Order(s);

25 (b) Requiring Plaintiffs and Class Members to work overtime without paying
26 them the proper compensation in violation of Labor Code sections 510 and 1198, and applicable
27 IWC Wage Order(s);

1 (c) Failing to provide compliant duty-free meal periods to Plaintiffs and Class
2 Members and failing to authorize and permit compliant duty-free rest breaks to Plaintiffs and Class
3 Members in violation of Labor Code sections 226.7 and 512, and applicable IWC Wage Order(s);

4 (d) Failing to pay all accrued and vested vacation time owed upon termination in
5 violation of Labor Code section 227.3;

6 (e) Failing to pay Plaintiffs and Class Members sick pay in violation of Labor
7 Code section 246;

8 (f) Failing to reimburse Plaintiffs and Class Members for necessary business
9 expenses and losses incurred in performing their job duties, in violation of Labor Code sections
10 2800 and 2802;

11 (g) Failing to timely pay all wages to Plaintiffs and Class Members during their
12 employment and upon separation of employment, in violation of Labor Code sections 201, 202, 203,
13 204, and 210;

14 (h) Failing to maintain and provide Plaintiffs and Class Members with accurate
15 itemized wage statements, in violation of Labor Code sections 226, subdivision (a), and 1174; and
16 thus, Defendants engaged in unlawful competition in violation of Business and Professions Code
17 sections 17200, *et seq.*, by violating, *inter alia*, Labor Code sections 201, 202, 203, 204, 210, 218.5,
18 218.6, 223, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194,
19 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and applicable IWC Wage Order(s).

20 125. As a direct and proximate result of Defendants' unlawful business practices,
21 Plaintiffs and Class Members have suffered economic injuries because Defendants' conduct has
22 damaged Plaintiffs and Class Members by, *inter alia*, wrongfully denying them all wages, including
23 minimum and overtime wages, failing to pay all meal and rest breaks premiums at the regular rate
24 of pay, failing to pay vested vacation time as wages at the final rate of pay upon termination of
25 employment, failing to pay sick pay, and failing to reimburse necessary business expenses, along
26 with the corresponding interest, in a timely manner and upon separation, and while supplying them
27 inaccurate and misleading wage statements. Such conduct is substantially injurious to Plaintiffs and
28 Class Members.

126. Additionally, Defendants intentionally avoided paying Plaintiffs and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish a greater foothold in the marketplace. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of section 17200 of the Business and Professions Code.

127. Defendants have profited from their unlawful, unfair, and/or fraudulent acts and practices. Plaintiffs and Class Members are entitled to monetary relief pursuant to Business and Professions Code sections 17203 and 17208. Defendants should be required to disgorge all the profits and gains they have reaped and restore such profits and gains to Plaintiffs and Class Members, from whom they were unlawfully taken.

128. Defendants' course of conduct, acts, and practices in violation of California laws mentioned above constitute independent violations of Business and Professions Code sections 17200, *et seq.*

129. Plaintiffs and Class Members are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

130. Plaintiffs have assumed the responsibility of enforcement of the laws and public policies specified herein by suing on behalf of themselves and Class Members previously or presently employed by Defendants in California. Plaintiffs' success in this action will enforce important rights affecting the public interest. Plaintiffs will incur a financial burden in pursuing this action in the public interest. Therefore, an award of reasonable attorneys' fees to Plaintiffs is appropriate pursuant to Code of Civil Procedure section 1021.5.

TWELFTH CAUSE OF ACTION

PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(Lab. Code, §§ 2698, *et seq.*)

[On Behalf of Plaintiffs and Aggrieved Employees against All Defendants]

131. Plaintiffs, on behalf of themselves and Aggrieved Employees, reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth herein.

1 132. Plaintiffs, on behalf of themselves and Aggrieved Employees, bring this
2 representative action against Defendants to recover wages and penalties pursuant to the PAGA,
3 Labor Code sections 2698, *et seq.*

4 133. Based on the above allegations, incorporated herein by reference, Defendants have
5 violated Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 223, 226, 226.3, 226.7, 227.3,
6 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and
7 2802, as well as applicable IWC Wage Order(s).

8 134. Under Labor Code sections 2699, subdivision (f)(2), and 2699.5, Plaintiffs and
9 Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject
10 to the following formula:

- 11 • \$100 for the initial violation per employee per pay period; and
- 12 • \$200 for each subsequent violation per employee per pay period.

13 These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent
14 (25%) to the affected employees.

15 135. Defendants failed to provide Plaintiffs and Aggrieved Employees with accurate
16 itemized wage statements in compliance with Labor Code section 226, subdivision (a). Plaintiffs
17 seek separate PAGA penalties for Defendants' violations of Labor Code section 226, subdivisions
18 (a) and (e). (*Lopez v. Friant & Assocs., LLC* (2017) 15 Cal.App.5th 773, 788; *Bell v. Home Depot*
19 *U.S.A.* (E.D.Cal. Dec. 11, 2017; No. 2:12-cv-02499 JAM-CKD) 2017 U.S.Dist.LEXIS 204493, at
20 *5 [finding after *Friant* that "[t]o the extent the Court's Order [granting summary judgment to *Home*
21 *Depot*] was ambiguous, the Court now clarifies that it granted summary judgment on Plaintiffs'
22 derivative claim for [PAGA] penalties under section 226(e)...the Court's Order should not be read
23 to grant summary judgment on Plaintiffs' claim for PAGA penalties based on violation of section
24 226(a)."].) For violations of Labor Code section 226, subdivision (a), Plaintiffs seek the default
25 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that "[a]ny
26 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
27 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one
28 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the

1 employer fails to provide the employee a wage deduction statement or fails to keep the required
2 records in subdivision (a) of Section 226.” Accordingly, through the PAGA and to the extent
3 permitted by law, Plaintiffs and Aggrieved Employees are entitled to recover penalties for violations
4 of Labor Code section 226.3 and seek the default PAGA penalties for each of Defendants’ numerous
5 violations of Labor Code section 226, subdivision (a).

6 136. Labor Code section 210 provides that “[i]n addition to, and entirely independent and
7 apart from, any other penalty provided in this article, every person who fails to pay the wages of
8 each employee as provided in Sections ... 204 ... shall be subject to a civil penalty as follows: (1)
9 [f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2)
10 [f]or each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
11 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” As a
12 result of the faulty compensation policies and/or practices, Plaintiffs and Aggrieved Employees are
13 also entitled to recover penalties under Labor Code section 210 through the PAGA.

14 137. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and
15 liquidated damages, in the amount of: “(1) [f]or any initial violation that is intentionally committed,
16 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
17 is underpaid...[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
18 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
19 underpaid regardless of whether the initial violation is intentionally committed.” Accordingly,
20 through the PAGA and to the extent permitted by law, Plaintiffs and Aggrieved Employees are
21 entitled to recover pursuant to Labor Code section 1197.1.

22 138. On December 8, 2023, Plaintiffs filed their PAGA Notice with the LWDA, paid the
23 filing fee, and sent a letter by certified mail to Defendants setting forth the facts and theories of the
24 violations alleged against Defendants, as prescribed by Labor Code sections 2698, *et seq.* Pursuant
25 to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by Plaintiffs from the
26 LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark
27 date of the PAGA Notice. Plaintiffs are therefore entitled to commence and proceed with a civil
28 action pursuant to Labor Code section 2699.

139. Plaintiffs, as personal representatives of the general public, on behalf of Aggrieved Employees and the State of California, will and do seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the PAGA period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with 75 percent of the penalties recovered being reimbursed to the State of California and the LWDA.

140. Plaintiffs were compelled to retain the services of counsel to file this action to protect their interests and those of Aggrieved Employees, and to assess and collect the wages and penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to recover under Labor Code section 2699, subdivision (g)(1).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wage and overtime compensation for work performed by Plaintiffs and Class Members, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, as may be proven;
4. For compensatory damages in the amount of the regular rate of pay for Plaintiffs and Class Members for each non-compliant meal period for which premium pay was deficient, as may be proven;
5. For compensatory damages in the amount of the regular rate of pay for Plaintiffs and Class Members for each day of non-compliant rest breaks for which premium pay was deficient, as may be proven;
6. For compensatory damages in the amount of the unpaid vested vacation time that was owed to Plaintiffs and Class Members at their final rates of pay upon termination of employment, as may be proven;
7. For compensatory damages in the amount of the unpaid sick pay that should have been paid to Plaintiffs and Class Members, as may be proven;

1 8. For penalties pursuant to Labor Code section 203 for Plaintiffs and Class Members
2 who quit or were fired, in an amount equal to their daily wage multiplied by thirty (30) days, as may
3 be proven;

4 9. For actual damages and/or penalties pursuant to Labor Code section 226, subdivision
5 (e) for Plaintiffs and Class Members, as may be proven;

6 10. For reimbursement of business expenditures, as may be proven;

7 11. For restitution for unfair competition pursuant to the Business and Professions Code
8 sections 17200, *et seq.*, including disgorgement of profits, as may be proven;

9 12. For a civil penalty in the amount of \$100.00 for the initial violation and \$200.00 for
10 each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2), in the
11 representative action brought on behalf of Plaintiffs and Aggrieved Employees pursuant to the
12 PAGA;

13 13. For all civil penalties available under Labor Code section 210 and the PAGA;

14 14. For all civil penalties available under Labor Code section 226.3 and the PAGA;

15 15. For all civil penalties available under Labor Code section 1174.5 and the PAGA;

16 16. For all civil penalties available under Labor Code section 1197.1 and the PAGA;

17 17. For an order enjoining Defendants and their agents, servants, and employees, and all
18 persons acting under, in concert with, or for them, from acting in derogation of any rights or duties
19 adumbrated in this complaint;

20 18. For an award of pre-judgment and post-judgment interest;

21 19. For an award providing for the payment of the costs of this suit;

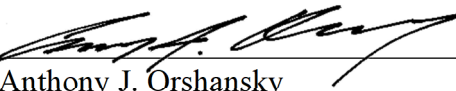
22 20. For an award of attorneys' fees, to the extent provided by law; and

23 21. For such other and further relief as the Court may deem proper and just.

24
25 Dated: February 22, 2024

Respectfully submitted,

COUNSELONE, PC

27 By: 
28 Anthony J. Orshansky
Demetrius X. Lambrinos

Attorneys for Plaintiffs, putative Class
Members and Aggrieved Employees

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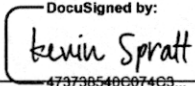
EXHIBIT 1

**ARTICLES OF ENTITY CONVERSION
OF
HIGHLAND ARMS ENTERPRISES INC., a Washington corporation
INTO
HIGHLAND ARMS ENTERPRISES, LLC, a Delaware limited liability company**

Pursuant to RCW 23B.09.040, the business entity named below submits the following Articles of Entity Conversion:

1. Highland Arms Enterprises Inc., a Washington corporation, the converting entity, has been converted into Highland Arms Enterprises, LLC, a Delaware limited liability company, the surviving entity.
2. Prior to conversion, the converting entity was named Highland Arms Enterprises Inc., a Washington corporation.
3. After the conversion, the surviving entity is named Highland Arms Enterprises, LLC, a Delaware limited liability company.
4. The conversion is effective as of the time the Certificate of Conversion and the Certificate of Formation for the surviving entity are filed with the Secretary of State for the State of Delaware.
5. The conversion was duly approved by all the board of directors and the shareholders of Highland Arms Enterprises Inc. pursuant to RCW 23B.09.030.
6. The newly converted Delaware business entity consents to service of process pursuant to RCW 23.95.450 in a proceeding to enforce any obligation or the rights of dissenting shareholders of the domestic corporation.
7. The principal office address that may be used for service of process under RCW 23.95.450 is 14660 NE North Woodinville Way, Ste. 100, Woodinville, WA 98072.

HIGHLAND ARMS ENTERPRISES INC.
A WASHINGTON CORPORATION

By:  _____
Kevin Spratt, President


WASHINGTON
Secretary of State
Corporations & Charities Division
Overnight address by commercial carrier: 801 Capitol Way S Olympia, WA 98501-1226

Mailing Address (ALL USPS): PO Box 40234 Olympia, WA 98504-0234

Tel: 360.725.0377 | **Website:** www.sos.wa.gov/corporations-charities
☒ **Filing Fee \$180**
☒ **To Expedite Filing, Add \$100**
THIS BOX FOR OFFICE USE ONLY
FOREIGN REGISTRATION STATEMENT

Profit business entities

RCW 23.95
All fields REQUIRED unless otherwise specified
(1) REQUALIFICATION:

 Has this business previously registered with the Office of the Secretary of State? (Check one) ☐ Yes ☒ No

If Yes, provide the UBI No. and Expiration date: UBI No.: _____ Expiration: _____

(2) Do you already have a UBI No.? (Check one) ☒ Yes ☐ No If Yes, provide UBI No.: 602 286 481

 If you have previously filed with another state agency (for example, the Department of Revenue, the Department of Labor and Industries, or the Employment Security Department), you may already have a 9-digit UBI Number you can provide. **Do not** enter the UBI Number of a Sole Proprietorship or General Partnership.

If you do not have a UBI Number, a UBI Number will be issued to you upon successful completion of the filing.

(3) BUSINESS ENTITY NAME:
Highland Arms Enterprises, LLC
Name must match the name listed on the Certificate of Existence/Good Standing
Does the business have a name reserved? (Check one) ☐ Yes ☒ No If Yes, provide the Name Reservation Number

 Reservation Number: N/A

 If a foreign business entity registering with our office has a business name in their home jurisdiction that is unavailable in Washington, or their designation does not meet Washington State statutory requirements, they must choose an alternate name (DBA) to use in Washington, which includes the correct designation. Refer to **RCW 23.95.525** for more information.

For Washington State name requirements see RCW 23.95.305
(4) DOING BUSINESS AS (DBA) NAME: If above name is not available, enter a name to be used in Washington State.

(5) JURISDICTION: Country: USA State: Delaware
(6) DATE BEGAN DOING BUSINESS IN WASHINGTON: Check ONE of the following

☒ Date of filing ☐ Specify a date _____

(7) BUSINESS TYPE IN HOME JURISDICTION: (Check one)
☒ Limited Liability Company ☐ Profit Corporation ☐ Professional Limited Liability Company

☐ Professional Service Corporation ☐ Limited Partnership ☐ Limited Liability Partnership

☐ Limited Liability Limited Partnership ☐ Professional Limited Liability Partnership

☐ Cooperative Association ☐ Insurance Company

(8) REGISTERED AGENT:

A **Registered Agent** is an agent of a business which is authorized to receive service of any process, notices, or demands required or permitted by law to be served on the business including hand delivered service of process.

All businesses must have a **Registered Agent in Washington State per RCW 23.95.415**

Provide the name of the *Commercial Registered Agent* **OR** *Non-Commercial Registered Agent*. The appointed agent must sign the **Consent to Serve** statement below.

COMMERCIAL REGISTERED AGENT

A *Commercial Registered Agent* is a business or individual that is registered specifically as a Commercial Agent with the Office of the Secretary of State to receive legal documents on behalf of a corporation. A Commercial Registered Agent address has been registered with this office in advance and does not need to provide it with this submission.

If applicable, provide the name of the Commercial Registered Agent: C T Corporation System

NON-COMMERCIAL REGISTERED AGENT

A *Non-Commercial Registered Agent* is a person, business, or office or position title appointed to serve as the registered agent for a business. A street address located in Washington State and an email address are required; a phone number and separate Washington State mailing address are optional.

If multiple types are listed the first type will be entered by this office

- **Type 1:** If an **individual** is serving as the Registered Agent, only provide the individual's first and last name below.
- **Type 2:** If a **business** is serving as the Registered Agent, only provide the name of the business below.
- **Type 3:** If an **office** or **position** within the business is serving as the Registered Agent, only provide the position title such as President, Secretary, Treasurer, or Member below.

Registered Agent: _____

Phone: (optional) _____	Email: _____
Street Address: (required) Must be a physical address; No PO Box or PMB Country: <u>United States</u> State: <u>Washington</u> Address : _____ _____ Zip: _____ City: _____	Mailing Address (optional) ☐ Check if mailing address is the same as street address Country: <u>United States</u> State: <u>Washington</u> Address : _____ _____ Zip: _____ City: _____

CONSENT TO SERVE AS REGISTERED AGENT - REQUIRED FOR ALL TYPES

I hereby consent to serve as Registered Agent in the State of Washington for the named business. I understand it will be my responsibility to accept service of process, notices, and demands on behalf of the business; to forward mail to the business; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

Matt Ruiz

Matt Ruiz, Assistant Secretary

11/16/2023

Signature of Registered Agent

Printed Name/Title

Date

(9) PRINCIPAL OFFICE: The location where the business's records are kept**Street Address (required)****Must be a physical address; No PO Box or PMB**Address: 14660 NE NORTH WOODINVILLE WAY STE 100Zip: 98072 City: WOODINVILLEState: WA Country: USA**Mailing Address (optional)**☒ Check if mailing address is the same as street address

Address: _____

Zip: _____ City: _____

State: _____ Country: _____

Phone: 1-866-592-0924**Email:** sprattk@mydoorteam.com**(10) GOVERNOR(S):** List at least one, attach additional pages if necessary. A business cannot serve as its own Governor**Name:** Kevin Spratt **Name:** _____**Name:** _____ **Name:** _____**(11) DATE OF FORMATION IN HOME JURISDICTION:** November 16, 2023**(12) PERIOD OF DURATION IN HOME JURISDICTION:** Check ONE of the following☒ This Company shall have a perpetual duration (default) ☐ This Company shall have a duration of _____ years.☐ This Company shall expire on _____**(13) NATURE OF BUSINESS:** Briefly describe the type of business your business conducts in the state of WashingtonConstruction**(14) EFFECTIVE DATE:**☒ Date of filing (default) this is the date that the submission is completed by our office☐ Specify a date _____ (cannot be more than 90 days following the received date)**(15) RETURN ADDRESS FOR THIS FILING:** (Optional)

If provided, the confirmation regarding this specific filing will be sent to the address below, in addition to the Registered Agent's address.

Attention: Karly Stevens **Email:** stevensk@lanepowell.com**Address:** 1420 5th Avenue Suite 4200**City:** Seattle **State:** WA **Zip:** 98101**(16) AUTHORIZED PERSON:****I hereby certify, under penalty of law, that the above information is accurate and complies with the filing requirements of state law.**

DocuSigned by:

Kevin Spratt

473738540C074C3

Signature of Authorized PersonKevin Spratt, Manager**Printed Name/Title**11/16/2023**Date**

Delaware

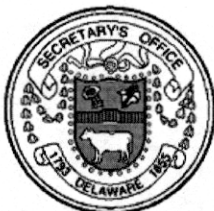
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Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "HIGHLAND ARMS ENTERPRISES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF NOVEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "HIGHLAND ARMS ENTERPRISES, LLC" WAS FORMED ON THE SIXTEENTH DAY OF NOVEMBER, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



2639272 8300

SR# 20233997422

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204611771

Date: 11-16-23

Work Order #: 2023111600744370 - 1

Received Date: 11/16/2023

Amount Received: \$290.00