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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
06/04/2024
Clerk of the Court
BY: MADONNA CARANTO
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

TYRESE LYONS, individually, and on behalf
of all others similarly situated,

Plaintiff(s),

v.

BENSON INDUSTRIES, INC. a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-23-610746

CLASS ACTION

*[Assigned for all purposes to Honorable
Anne-Christine Massulo, Dept 610]*

**PLAINTIFF'S NOTICE RE FILING OF
FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT AS A MATTER OF LAW
PURSUANT TO CODE § 2699.3, SUBD.
(a)(2)(C)**

Complaint filed: September 29, 2023
Trial date: Not Set

TO THE COURT AND TO DEFENDANT AND ITS COUNSEL OF RECORD:

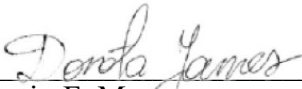
PLEASE TAKE NOTICE that the Plaintiff files a First Amended Class and Representative Action Complaint as a matter of right pursuant to code § 2699.3, subd. (a)(2)(C).

1. Plaintiff filed his Class Action Complaint November 30, 2023.
2. On January 31, 2024, Plaintiff gave notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations.
3. On April 5, 2024, 65 days have passed since Plaintiff provided notice to LWDA, but the LWDA did not notify Plaintiff of its intend to investigate the violations alleged by Plaintiff.
4. Pursuant to § 2699.3, subd. (a)(2)(C), Plaintiff may amend an existing complaint to add a cause of action arising under [PAGA] within 60 days § 2699.3, subd. (a)(2)(C). The 60 day deadline to amend Plaintiff’s existing complaint falls on June 4, 2024.
5. A true and correct copy of the First Amended Class and Representative Action Complaint is attached hereto as **Exhibit A**.

Respectfully submitted,

Dated: June 03, 2024

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
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Dorota A. James

Attorneys for Plaintiff

Exhibit A

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO

TYRESE LYONS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

BENSON INDUSTRIES, INC., a corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-23-610746

*[Assigned for all purposes to Honorable
Anne-Christine Massullo, Dept. 610]*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5),
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et. seq.*).

DEMAND FOR JURY TRIAL

1 Plaintiff TYRESE LYONS (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants BENSON INDUSTRIES, INC. and
6 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
7 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
8 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
9 failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish
10 accurate wage statements, failure to indemnify employees for expenditures, and failure to produce
11 requested employment records.

12 2. Plaintiff brings the First through Ninth Causes of Action individually and as a class
13 action on behalf of himself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
15 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
16 California as an hourly-paid or non-exempt employee during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Plaintiff brings the Tenth Cause of Action as a representative action under the California
19 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the
20 State of California, and past and present non-exempt employees by Defendants in the State of
21 California during the statute of limitations period for her PAGA claim (hereinafter referred to as
22 the “Aggrieved Employees”).

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Francisco County. As such and based
25 upon all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
27 (“IWC”), and the California Business & Professions Code.

1 5. Despite these requirements, throughout the statutory period, Defendants maintained
2 a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum,
4 straight time, and overtime wages in compliance with the California Labor
5 Code and IWC Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods in
7 compliance with the California Labor Code and IWC Wage Orders, failing
8 to maintain accurate records of all meal periods taken or missed, and failing
9 to pay an additional hour's pay for each workday a meal period violation
10 occurred;
- 11 (c) Failing to authorize and permit employees to take timely and duty-free rest
12 periods in compliance with the California Labor Code and IWC Wage
13 Orders, and failing to pay an additional hour's pay for each workday a rest
14 period violation occurred;
- 15 (d) Willfully failing to pay employees all expenditures, minimum wages,
16 straight time wages, overtime wages, meal period premium wages, and rest
17 period premium wages due within the time period specified by California
18 law when employment terminates;
- 19 (e) Failing to provide employees with accurate, itemized wage statements
20 containing all the information required by the California Labor Code and
21 IWC Wage Orders; and,
- 22 (f) Failing to indemnify employees for expenditures incurred in direct discharge
23 of duties of employment;
- 24 (g) Failing to timely produce requested employment records as required by the
25 California Labor Code and IWC Wage Order;

26 6. On information and belief, Defendants, and each of them were on actual and
27 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
28

unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff TYRESE LYONS is a resident of California who worked for Defendants in San Francisco County, California as an hourly-paid, non-exempt employee from approximately October 2022 to approximately February 2023.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant BENSON INDUSTRIES, INC. is, and at all times herein mentioned, was:

- (a) An entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in San Francisco County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant BENSON INDUSTRIES, INC. suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions.

11. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each

1 of the Doe Defendants was in some manner legally responsible for the damages suffered by
2 Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this
3 complaint to set forth the true names and capacities of these Defendants when they have been
4 ascertained, together with appropriate charging allegations, as may be necessary.

5 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
6 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
7 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
8 of California.

9 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
10 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
11 other employees described in the class definitions below, and exercised control over their wages,
12 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
13 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
14 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
15 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
16 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
17 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
18 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
19 to and within the scope of the relationships alleged above, that each Defendant knew or should
20 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
21 conduct of all other Defendants.

22 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

23 14. Plaintiff worked for Defendants as an hourly-paid, non-exempt employee. During
24 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
25 him as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
26 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight
27 hours in a workday and more than forty (40) hours in a workweek.

28 15. Throughout Plaintiff's employment, Defendants, at times, failed to pay for all hours

1 worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with
2 legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed
3 to timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to
4 furnish accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures.
5 As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

6 16. Throughout the statutory period, Defendants maintained a policy and practice of not
7 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including
8 minimum, straight time, and overtime wages. Defendants required Plaintiff, the Class, and the
9 Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring
10 Plaintiff, the Class, and the Aggrieved Employees to perform work during unpaid meal
11 breaks. Defendants also regularly used a system of time rounding and/or synthetic timekeeping
12 that resulted, over a period of time, in failing to compensate Plaintiff, the Class, and the Aggrieved
13 Employees properly for all the time they have actually worked, even though the realities of
14 Defendants' operations are such that it is possible, practical, and feasible to count and pay for work
15 time to the minute. Some of this unpaid work should have been paid at the overtime rate. In failing
16 to pay for all hours worked, Defendants also failed to maintain accurate records of the hours
17 Plaintiff, the Class, and the Aggrieved Employees worked.

18 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff,
19 the Class, and the Aggrieved Employees, or some of them, with legally compliant meal periods.
20 Defendants regularly, but not always, required Plaintiff, the Class, and the Aggrieved Employees
21 to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted,
22 and duty-free meal period for every five hours of work, or without compensating Plaintiff, the
23 Class, and the Aggrieved Employees for meal periods that were not provided by the end of the fifth
24 hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff,
25 the Class, and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform
26 work tasks which could not be completed without working in lieu of taking mandatory meal
27 periods, or by denying Plaintiff, the Class, and the Aggrieved Employees permission to take a meal
28 period. Defendants also never informed Plaintiff of his right to, nor permitted him to take, a second

1 meal period when Plaintiff worked at least ten hours of work in a workday. Accordingly,
2 Defendants' policy and practice was not to provide meal periods to Plaintiff, the Class, and the
3 Aggrieved Employees in compliance with California law.

4 18. Throughout the statutory period, Defendants have wrongfully failed to authorize
5 and permit Plaintiff, the Class, and the Aggrieved Employees, or some of them, to take legally
6 compliant rest periods. Defendants regularly required Plaintiff, the Class, and the Aggrieved
7 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
8 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
9 work (or major fraction of four hours), or without compensating Plaintiff, the Class, and the
10 Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendants
11 continued to assert control over Plaintiff, the Class, and the Aggrieved Employees by requiring,
12 pressuring, or encouraging them to perform work tasks which could not be completed without
13 working in lieu of taking mandatory rest periods, or by denying Plaintiff, the Class, and the
14 Aggrieved Employees permission to take a rest period. Accordingly, Defendants' policy and
15 practice was to not authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take
16 rest periods in compliance with California law.

17 19. Throughout the statutory period, Defendants willfully failed and refused to timely
18 pay Plaintiff, the Class, and the Aggrieved Employees, or some of them, all final wages due at their
19 termination of employment. In addition, Plaintiff's final paychecks did not include payment for
20 all expenditures, minimum wages, straight time wages, overtime wages, meal period premium
21 wages, and rest period premium wages owed to him by Defendants at the conclusion of his
22 employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages
23 when his employment terminated was not a single, isolated incident, but was instead consistent
24 with Defendants' policy and practice that applied to Plaintiff, the Class, and the Aggrieved
25 Employees.

26 20. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
27 and the Aggrieved Employees, or some of them, with accurate, itemized wage statements showing
28 all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including

correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the Aggrieved Employees suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

- (i) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff, the Class, and the Aggrieved Employees were entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

21. Throughout the statutory period, Defendants have wrongfully required Plaintiff, the Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, the Class, and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, costs related to use of personal phones, work attire, and gas, and mileage for personal vehicles.

22. Plaintiff, the Class, and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff, the Class, and the Aggrieved Employees for these employment-related expenses.

23. On March 27, 2023, Plaintiff sent a written request through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

CLASS ACTION ALLEGATIONS

24. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

25. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

26. The proposed Class consists of and is defined as:

All persons who worked for any Defendants in California as an hourly-paid or

1 non-exempt employee at any time during the period beginning four years and 178
2 days before the filing of the initial complaint in this action and ending when
notice to the Class is sent.¹

3 27. At all material times, Plaintiff was a member of the Class.

4 28. Plaintiff undertook this concerted activity to improve the wages and working
5 conditions of all Class Members.

6 29. There is a well-defined community of interest in the litigation and the Class is
7 readily ascertainable:

8 (a) Numerosity: The members of the Class (and each subclass, if any) are so
9 numerous that joinder of all members would be unfeasible and impractical.
10 The membership of the entire Class is unknown to Plaintiff at this time;
11 however, the Class is estimated to be greater than forty (40) individuals and
12 the identity of such membership is readily ascertainable by inspection of
13 Defendants' records.

14 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
15 the interests of each Class Member with whom there is a shared, well-
16 defined community of interest, and Plaintiff's claims (or defenses, if any)
17 are typical of all Class Members' claims as demonstrated herein.

18 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
19 the interests of each Class Member with whom there is a shared, well-
20 defined community of interest and typicality of claims, as demonstrated
21 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
22 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
23 rules governing class action discovery, certification, and settlement.
24 Plaintiff has incurred, and throughout the duration of this action, will
25 continue to incur costs and attorneys' fees that have been, are, and will be
26

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a)
28 (California Rules of Court), whereby "statutes of limitations and repose for civil causes of action that exceed 180
days are tolled from April 6, 2020 to October 1, 2020."

necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- (d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:
- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
 - 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
 - 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
 - 4) The difficulties likely to be encountered in the management of a class action.
- (e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

30. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;

- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures;
- (g) Failed to produce requested employment records to Class Members; and
- (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

31. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards

of conduct for Defendants; and/or,

- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

32. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay

Minimum and Straight Time Wages for All Hours Worked)

33. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

34. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

35. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class, or some of them, compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the

provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

36. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

37. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

38. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff and the Class, or some of them, for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

39. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

40. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

41. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages twice a month.

42. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

43. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

1 44. California Labor Code § 510 provides that employees in California shall not be
2 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
3 receive additional compensation beyond their regular wages in amounts specified by law.

4 45. California Labor Code §§ 1194 and 1198 provide that employees in California shall
5 not be employed more than eight hours in any workday unless they receive additional
6 compensation beyond their regular wages in amounts specified by law. Additionally, California
7 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
8 by the IWC is unlawful.

9 46. At all times relevant hereto, Plaintiff and the Class, or some of them, have at times
10 worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as
11 employees of Defendants.

12 47. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class, or some
13 of them, overtime compensation for the hours they have worked in excess of the maximum hours
14 permissible by law as required by California Labor Code §§ 510 and 1198.

15 48. By virtue of Defendants' unlawful failure to pay additional premium rate
16 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class,
17 or some of them, have suffered, and will continue to suffer, damages in amounts which are
18 presently unknown to them but which exceed the jurisdictional minimum of this Court and which
19 will be ascertained according to proof at trial.

20 49. By failing to keep adequate time records required by Labor Code § 1174(d),
21 Defendants have made it difficult to calculate the full extent of overtime compensation due to
22 Plaintiff and the Class.

23 50. Plaintiff and the Class also request recovery of overtime compensation according to
24 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
25 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
26 Labor Code and/or other statutes.

27 51. California Labor Code § 204 requires employers to provide employees with all
28 wages due and payable twice a month. The Wage Orders also provide that every employer shall

1 pay to each employee, on the established payday for the period involved, overtime wages for all
2 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class,
3 or some of them, with all compensation due, in violation of California Labor Code § 204.

4 **THIRD CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Provide Meal Periods)**

6 52. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
7 1 through 23 in this Complaint.

8 53. Under California law, Defendants have an affirmative obligation to relieve the
9 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
10 start of Plaintiff's and the Class' sixth hour of work in a workday, and to take their second meal
11 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
12 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
13 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
14 California Labor Code § 226.7 for an employer to require any employee to work during any meal
15 period mandated under any Wage Order.

16 54. Despite these legal requirements, Defendants at times failed to provide Plaintiff and
17 the Class, or some of them, with both meal periods as required by California law. By their failure
18 to permit and authorize Plaintiff and the Class, or some of them, to take all meal periods as alleged
19 above (or due to the fact that Defendants made it impossible or impracticable to take these
20 uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code
21 § 226.7 and the applicable Wage Orders.

22 55. Under California law, Plaintiff and the Class are entitled to be paid one hour of
23 additional wages for each workday he or she was not provided with all required meal period(s),
24 plus interest thereon.

25 **FOURTH CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

27 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 23 in this Complaint.

57. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

58. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class, or some of them, to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

59. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

60. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

61. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in

which case the employee is entitled to his or her wages at the time of quitting.

62. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

63. Defendants' failure to pay those Class members, or some of them, who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

64. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

65. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

66. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

67. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

68. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in

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

10 69. Defendants have intentionally and willfully failed to provide employees with
11 complete and accurate wage statements. The deficiencies include, among other things, the failure
12 to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true
13 “total hours worked by the employee,” and the failure to list the true net wages earned.

14 70. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
15 the Class have suffered injury and damage to their statutorily protected rights.

16 71. Specifically, Plaintiff and the members of the Class have been injured by
17 Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both
18 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
19 statements under California Labor Code § 226(a).

20 72. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
21 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
22 a result of having to bring this action to attempt to obtain correct wage information following
23 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related
24 laws and regulations.

25 73. Plaintiff and the Class are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or
27 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

28 74. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of

attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

76. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

77. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class, or some of them, for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

78. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

79. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants by All Plaintiffs for Failure to Produce Requested Employment Records)

80. Plaintiff incorporates by reference and re-allege as if fully stated herein paragraphs 1 through 23 in this Complaint.

81. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

82. Pursuant to California Labor Code § 1198.5(a), every current and former employee,

1 or his or her representative, has the right to inspect and receive a copy of the personnel records that
2 the employer maintains relating to the employee's performance or to any grievance concerning the
3 employee. Under this statute, upon written request from a current or former employee or his or
4 her representative, an employer must make the contents of those personnel records available for
5 inspection or provide a copy of the personnel records to the current or former employee, or his or
6 her representative, not later than thirty (30) calendar days from the date the employer receives the
7 written request, subject to some limited exceptions. Failure to comply with these requests allows
8 for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
9 226(f).

10 83. As set forth above, Plaintiff and the Class are current and former employees of
11 Defendants.

12 84. As set forth above, Plaintiff sent a written request through his counsel to Defendants
13 for their payroll records, timecards, and personnel records. However, Plaintiff as not received any
14 of his requested records as of the date of this Complaint.

15 85. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
16 produce the required records requested by Plaintiff.

17 86. On information and belief, Defendants' failure to provide Plaintiff with his
18 requested employment records is not an isolated incident, but was instead consistent with
19 Defendants' policy and practice that applied to Plaintiffs and the Class.

20 87. Pursuant to California Labor Code § 1198.5, Plaintiff and the Class are entitled to a
21 penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of
22 compliance with section 1198.5, and attorneys' fees and costs.

23 88. Pursuant to California Labor Code § 226, Plaintiff is entitled to a penalty of seven
24 hundred fifty dollars (\$750) from Defendants, injunctive relief in the form of compliance with
25 section 226, and attorneys' fees and cost.

26 ///

27 ///

28 ///

NINTH CAUSE OF ACTION

(Against All Defendants for Violation of California

Business & Professions Code §§ 17200, *et seq.*)

89. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 23 in this Complaint.

90. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

91. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

92. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

93. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

94. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

95. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

96. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

97. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

98. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

99. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

100. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

101. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

102. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices

1 in the future.

2 103. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
3 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
4 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
5 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
6 individually, and on behalf of members of the putative Class, has suffered and will continue to
7 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
8 engage in said unfair, unlawful and/or fraudulent business practices.

9 104. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
10 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
11 withholdings.

12 105. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
13 putative Class Members are entitled to restitution of the wages withheld and retained by
14 Defendants during a period that commences four years and 178 days prior to the filing of this
15 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
16 Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil
17 Procedure § 1021.5 and other applicable laws; and an award of costs.

18 **TENTH CAUSE OF ACTION**

19 **(Against all Defendants for Civil Penalties Under the**
20 **Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 et seq.)**

21 106. Plaintiff incorporates by reference and re-alleges as if fully stated herein
22 paragraphs 1 through 23 in this Complaint.

23 107. At all times herein mentioned, Defendants were subject to the Labor Code of
24 the State of California and the applicable Industrial Welfare Commission Orders.

25 108. California Labor Code § 2699(a) specifically provides for a private right of
26 action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision
27 of law, any provision of this code that provides for a civil penalty to be assessed and collected by
28 the Labor and Workforce Development Agency or any of its departments, divisions, commissions,

boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

109. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On January 31, 2024, he gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code that Defendant violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Attached hereto as **Exhibit A** is proof of Plaintiff’s notice with certified mailing stamp and submission to the LWDA.

110. The LWDA has not indicated that it intends to investigate Defendant’s Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

111. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

112. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs pursuant to California Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,

1 3. That counsel for Plaintiff be appointed as Class Counsel.

2 As to the First Cause of Action

3 4. That the Court declare, adjudge, and decree that Defendants violated California
4 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
5 minimum and straight time wages due;

6 5. For unpaid wages as may be appropriate;

7 6. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 7. For liquidated damages;

10 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
11 California Labor Code § 1194(a); and,

12 9. For such other and further relief as the Court may deem equitable and appropriate.

13 As to the Second Cause of Action

14 10. That the Court declare, adjudge, and decree that Defendants violated California
15 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
16 overtime wages due;

17 11. For unpaid wages at overtime wage rates as may be appropriate;

18 12. For pre-judgment interest on any unpaid overtime compensation commencing from
19 the date such amounts were due;

20 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
21 California Labor Code § 1194(a); and,

22 14. For such other and further relief as the Court may deem equitable and appropriate.

23 As to the Third Cause of Action

24 15. That the Court declare, adjudge, and decree that Defendants violated California
25 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

26 16. For unpaid meal period premium wages as may be appropriate;

27 17. For pre-judgment interest on any unpaid compensation commencing from the date
28 such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

///

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For liquidated damages;

40. For reasonable attorneys' fees and for costs of suit incurred herein; and,

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated the records producing provisions of California Labor Code §§ 226 and 1198.5 and applicable IWC Wage Orders, and willfully failed to provide the required and requested documents thereto;

43. For all actual damages, according to proof;

44. For statutory penalties pursuant to California Labor Code §§ 226 and 1198.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

46. For reasonable attorneys' fees and for costs of suit incurred herein; and,

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,

straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

49. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

50. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

52. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime wages), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all final wages to terminated employees, failing to furnish accurate wage statements, and failing to reimburse employees for all necessary business expenses.

55. For all actual, consequential, and incidental losses and damages, according to proof;

56. For all civil penalties pursuant to California Labor Code §§ 2699, *et seq.*, and all other applicable Labor Code provisions;

57. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and

58. For such other and further relief as the Court may deem equitable and appropriate.

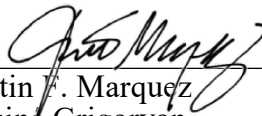
As to all Causes of Action

59. For any additional relief that the Court deems just and proper.

Dated: June 3, 2024

Respectfully submitted,

WILSHIRE LAW FIRM

By: 
Justin F. Marquez
Arsine Grigoryan
Dorota A. James
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 3, 2024

WILSHIRE LAW FIRM

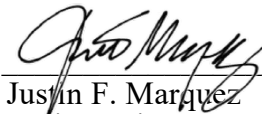
By: 
Justin F. Marquez
Arsiné Grigoryan
Dorota A. James
Attorneys for Plaintiff

Exhibit A

WILSHIRE LAW FIRM, PLC

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Zachary D. Greenberg, Esq.
Aram Boyadjian, Esq.

January 31, 2024

LWDA

Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612
(Via Online Submission)

Benson Industries, Inc.
1650 NW Patio Parkway
Suite 250
Portland, Oregon 97209
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6577 2960 19

CT Corporation System
Agent for Service of Process for:
Benson Industries, Inc.
330 North Brand Boulevard, Suite 700
Glendale, California 91203
(Via Certified Mail, Return Receipt Requested)
#9489 0090 0027 6577 2960 26

Re: ***Tyrese Lyons v. Benson Industries, Inc.***
Notice of Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Tyrese Lyons ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer, Benson Industries, Inc. ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

Plaintiff's Employment with Defendant

Defendant own/owned and operate/operated an industry, business, and establishment within the State of California, including San Francisco County. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff Tyrese Lyons is a resident of California who worked for Defendant in San Francisco County, California as an hourly-paid, non-exempt employee from approximately October 2022 to approximately February 2023. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff mostly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendant terminated his employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-

clock”, uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work during meal breaks. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Accordingly, Defendant’s policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee’s work time is six hours and ten minutes, the employee is

entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant have wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties

provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, 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 employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (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 basis, (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 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. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that

were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and the Aggrieved Employees regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, for work attire, gas/mileage, and the use of personal cell phones. Plaintiff and the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and the Aggrieved Employees for necessary business expenditures.

Failure to Produce Requested Employment Records

Labor Code § 226(c) provides that every employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (a) and (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction. Impossibility of performance, not caused by or a result of a violation of law, shall be an affirmative defense for an employer in any action alleging a violation of this subdivision. An employer may designate the person to whom a request under this subdivision will be made.

Labor Code § 1198.5 provides that (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals

and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

On March 27, 2023, Plaintiff sent requests through his counsel to Defendant for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendant failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendant have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

As a result, Defendant is liable for to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 226 and 1198.5 for failing to produce requested employment records.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;

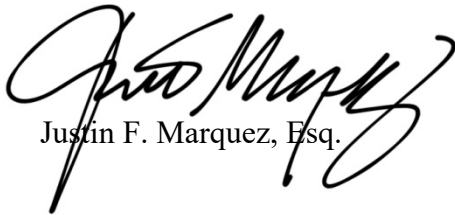
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 2802 by failing to indemnify for necessary expenditures; and
9. Labor Code § 226 and 1198.5 by failing to produce requested employment records.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

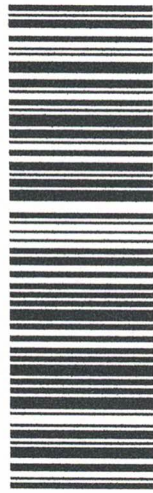
WILSHIRE LAW FIRM

A handwritten signature in black ink, appearing to read "Justin Marquez", written over the printed name.

Justin F. Marquez, Esq.



WILSHIRE LAW FIRM, PLC
3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010



9489 0090 0027 6577 2960 19

Label 890-PB, Oct. 2015
Pitney Bowes

CT Corporation System
Agent for Service of Process for:
Benson Industries, Inc.
330 North Brand Boulevard, Suite 700
Glendale, California 91203



WILSHIRE LAW FIRM, PLC
3055 WILSHIRE BLVD. 12TH FLOOR
LOS ANGELES, CA 90010



9489 0090 0027 6577 2960 26

Label 890-PB, Oct. 2015
Pitney Bowes

Benson Industries, Inc.
1650 NW Patio Parkway
Suite 250
Portland, Oregon 97209

Sandy Sespene

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Wednesday, January 31, 2024 4:15 PM
To: Sandy Sespene
Subject: Thank you for submission of your PAGA Case.

1/31/2024

LWDA Case No. LWDA-CM-1008454-24
Law Firm : Wilshire Law Firm, PLC
Plaintiff Name : Tyrese Lyons
Employer: Benson Industries, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE

Lyons v. Benson Industries Inc.
CGC-23-610746

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Dariane Rose, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is drose@wilshirelawfirm.com.

On **June 4, 2024**, I served the foregoing **PLAINTIFF'S NOTICE RE FILING OF FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT AS A MATTER OF LAW PURSUANT TO CODE § 2699.3, SUBD. (a)(2)(C)**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

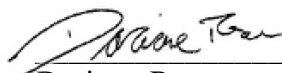
Jyoti Mittal (SBN 288084)
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James Payer (SBN 292158)
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Nora Palencia
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Laura Aispuro
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2049 Century Park East, 5th Floor
Los Angeles, CA 90067
Telephone: (310) 553-0308
Facsimile: (800) 715-1330

Attorneys for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Executed on June 4, 2024, at Los Angeles, California.



Dariane Rose