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as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JOVANNI CASILLAS and MANUEL
APOLINAR, as individuals and on behalf of
all employees similarly situated,

Plaintiffs,

v.

SPEARS MANUFACTURING CO., a
Nevada Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24STCV02408

SECOND AMENDED COMPLAINT

1. Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods);
3. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods);
4. Violation of Labor Code § 226, (Failure to Keep Accurate Itemized Wage Statements);
5. Violation of Labor Code §§ 201-203, (Failure to Pay Wages Upon Termination of Employment);
6. Violation of Labor Code § 2802 (Failure to Reimburse for Necessary Expenditures);
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices); and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, et seq

DEMAND FOR JURY TRIAL

1 Plaintiffs JOVANNI CASILLAS and MANUEL APOLINAR (hereinafter referred to as
2 “Plaintiffs”) on behalf of themselves and all others similarly situated, and as representatives of the
3 State of California and the Labor and Workforce Development Agency (“LWDA”), based upon
4 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
5 opportunity for further investigation and discovery, complain and allege as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiffs and the class they seek to
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
9 employees currently and/or formerly employed by SPEARS MANUFACTURING CO. in the
10 State of California during the Class Period. The term “Class Period” is defined as four (4) years
11 prior to the filing of this Complaint through the date final judgment is entered. Plaintiffs reserve
12 the right to amend this Complaint to reflect a different “Class Period” or “Class” as further
13 discovery is conducted.

14 2. Plaintiffs, individually and on behalf of the class they seek to represent, seek relief
15 against SPEARS MANUFACTURING CO. (“Defendant”) for Defendant’s failure to pay all
16 wages due in violation of Labor Code Sections 204, 510 and 1194, including regular and overtime
17 wages; failure to provide meal periods or compensation in lieu thereof pursuant to Labor Code
18 Sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders, and Code
19 of Regulations, Title 8, Section 11000 et seq.; failure to provide rest periods or compensation in
20 lieu thereof pursuant to Labor Code Sections 226.7 and 512, the applicable Industrial Welfare
21 Commission Wage Orders, and Code of Regulations, Title 8, Section 11000 et seq.; failure to
22 provide accurate itemized wage statements upon payment of wages pursuant to Labor Code
23 Sections 226, subdivision (a), 1174, and 1175; failure to reimburse for necessary expenditures
24 pursuant to Labor Code Section 2802; and failure to pay wages of terminated or resigned
25 employees pursuant to Labor Code Sections 201, 202, 203.

26 3. Plaintiffs seek equitable remedies in the form of declaratory relief and injunctive
27 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business
28 practices.

1 4. At all relevant times herein, Defendant has consistently maintained and enforced
2 against Plaintiffs and Class the following unlawful practices and policies:

- 3 (a) willfully refusing to pay Plaintiffs and Class for all hours worked, including
4 regular and overtime;
- 5 (b) willfully refusing to permit Plaintiffs and Class from taking meal periods or
6 compensation in lieu thereof;
- 7 (c) willfully refusing to permit Plaintiffs and Class from taking rest periods or
8 compensation in lieu thereof;
- 9 (d) willfully refusing to maintain accurate records and to furnish to Plaintiffs and
10 Class accurate itemized wage statements upon payment of wages;
- 11 (e) willfully refusing to compensate certain members of the Class wages due and
12 owing at the time of Class Members' employment with Defendant ended;
- 13 (f) willfully refusing to reimburse Plaintiffs and Class for necessary
14 expenditures.

15 5. On information and belief, Defendant was on actual and constructive notice of
16 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
17 Defendant's violations, as alleged above, during all relevant times herein were willful and
18 deliberate.

19 6. At all relevant times, Defendant was and is legally responsible for all of the
20 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
21 foregoing paragraphs as the employer of Plaintiffs and Class. Further, Defendant is
22 responsible for each of the unlawful acts or omissions complained of herein under the doctrine
23 of "respondeat superior".

24 7. Plaintiffs further bring this action as representatives of the State of California
25 and the Labor and Workforce Development Agency ("LWDA") to recover civil penalties
26 pursuant to the Private Attorneys General Act ("PAGA"), Labor Code sections 2698, et seq.,
27 for violations of numerous Labor Code provisions, including, but not limited to, sections 201-
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203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198 and 2802, as well as violations of the applicable Wage Order.

JURISDICTION AND VENUE

8. Venue is proper in this judicial district and in the County of Los Angeles, California because Defendant maintained its corporate office in this county and/or liability arise in this county.

9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for Federal Court and, upon information and belief, Plaintiffs and Defendant are residents of, domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law including the Labor Code, Industrial Welfare Commission ("IWC") Wage Orders, the Code of Civil Procedure, the Rules of Court, and the Business and Professions Code.

THE PARTIES

A. Plaintiffs

11. Plaintiffs, at all relevant times herein, were Defendant's employees and were entitled to compensation for all hours worked, including regular time and overtime compensation, and penalties from Defendant. Plaintiffs were employed by Defendant as a non-exempt, hourly paid employee during the Class Period. Specifically, Plaintiff Giovanni Casillas worked as a shift production lead from February 15, 2015 to November 18, 2023. Plaintiff Manuel Apolinar worked for Defendant as a shipping and receiving lead from approximately January 2023 to October 2023. Each of the Class Members are identifiable, current and/or former similarly

1 situated persons who were employed in non-exempt hourly positions in California by Defendant
2 during the Class Period.

3 **B. Defendant**

4 12. Plaintiffs are informed and believe, and based thereon allege, that Defendant is a
5 corporation doing business in California. Defendant manufactures heat transfer products. On
6 information and belief, Defendant was and/or is the employer of Plaintiffs and Class during the
7 Class Period. Plaintiffs also allege that Defendant is conducting business in good standing in
8 California.

9 13. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
11 inclusive, but on information and belief alleges that these Defendants are legally responsible for
12 the payment of overtime compensation, rest and meal period compensation, and wages to
13 Plaintiffs and Class by virtue of their unlawful practices, and therefore sues these Defendants by
14 such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities
15 of each DOE Defendants when ascertained.

16 14. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
17 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
19 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as
20 the employer and/or joint employer of Plaintiffs and Class.

21 15. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
22 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
23 managing agent, and/or principal of the Defendant, and in performing the actions mentioned
24 below was acting, at least in part, within the course and scope of that authority as such agent,
25 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
26 permission and consent of the Defendant. Plaintiffs also allege the acts of each Defendant are
27 legally attributable to the other Defendant.

1 16. Plaintiffs are informed and believe, and based thereon allege, that each of the
2 Defendant sued herein was, at all times relevant hereto, the employer, owner, shareholder,
3 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
4 agent, joint employer and/or alter-ego of the remaining Defendant, and was acting, at least in part,
5 within the course and scope of such employment and agency, with the express and implied
6 permission, consent, and knowledge, approval and/or ratification of the other Defendant.

7 **ADMINISTRATIVE PREREQUISITE**

8 17. On January 30, 2024, prior to filing this complaint, Plaintiff Giovanni Casillas gave
9 written notice by electronically filing the notice with the Labor Workforce Development Agency
10 (“LWDA”) and on February 7, 2024, Plaintiff Manuel Apolinar gave written amended notice by
11 electronically filing the notice with the Labor Workforce Development Agency (LWDA Case
12 No. LWDA-1008154-24) and by certified mail to Defendant of the specified provisions alleged
13 to have been violated, including the facts and theories to support the alleged violations as required
14 by Labor Code Section 2699.3.

15 18. A true and correct copy of Plaintiffs’ letters sent to the LWDA dated January 30,
16 2024 and February 7, 2024, are attached hereto as “**Exhibit A**”. As of the filing of this
17 complaint, LWDA has not responded to the written notices.

18 19. Under Labor Code Section 2699.3 subsection (a), a Plaintiffs may bring a cause
19 of action under PAGA only after giving notice to the Labor Workforce Development Agency
20 (“LWDA”) and the employer of the Labor Code Sections alleged to have been violated, and
21 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
22 passed without notice.

23 20. More than sixty-five (65) days have passed without notice from the LWDA.
24 Accordingly, all administrative prerequisites for filing this action have been fulfilled.

25 **GENERAL ALLEGATIONS**

26 21. Plaintiff Giovanni Casillas worked as a shift production lead from February 15,
27 2015 to November 18, 2023. Plaintiff Manuel Apolinar worked for Defendant as a shipping and
28 receiving lead from approximately January 2023 to October 2023.

1 22. Labor Code Section 1194 provides that notwithstanding any agreement to work
2 for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to
3 recover in a civil action the unpaid balance of his or her overtime compensation, including interest
4 thereon, reasonable attorneys' fees, and costs of suit.

5 23. Pursuant to relevant Industrial Welfare Commission Order Section 2 (n) split shift
6 means a work schedule, which is interrupted by non-paid non-working periods established by the
7 employer, other than bona fide rest or meal periods. Section 4(c) also provides that when an
8 employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to
9 the minimum wage for that workday.

10 24. Labor Code Section 204 requires employers to pay employees all earned wages
11 two times per month on days designated in advance by the employer as regular paydays.
12 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
13 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
14 month during which the labor was performed, and labor performed between the 16th and the last
15 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
16 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
17 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
18 the wages are paid not more than seven calendar days following the close of the payroll period.
19 Plaintiffs and Class were also entitled to be paid twice a month at their regular rates, including all
20 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
21 worked. Defendant systematically failed and refused to pay the employees all wages due, and
22 failed to pay those wages twice a month, in that employees were not paid all wages for all meal
23 periods not provided by Defendant, all wages for all rest periods not authorized and permitted by
24 Defendant, and all wages for all hours worked.

25 25. Further, Business and Professions Code Section 17203 provides that any person
26 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
27 Business and Professions Code Section 17204 provides that any person who has suffered actual
28 injury and has lost money or property as a result of the unfair competition may bring an action in

1 a court of competent jurisdiction.

2 26. During all, or a portion of the Class Period, Plaintiffs and each member of the
3 Class was employed by Defendant in the State of California.

4 27. Plaintiffs and Class Members were non-exempt employees covered under one or
5 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,
6 regulations and statutes, and each Class Member was not subject to an exemption for executive,
7 administrative or professional employees, which imposed obligations on the part of Defendant to
8 pay Plaintiffs and Class Members lawful overtime compensation.

9 28. Plaintiffs and Class were covered by one or more IWC Wage Order(s), and Labor
10 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed
11 an obligation on the part of Defendant to pay Plaintiffs and Class rest and meal period
12 compensation.

13 29. During the Class Period, Defendant were obligated to pay Plaintiffs and Class
14 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
15 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in
16 excess of twelve (12) in one (1) day. However, often times Plaintiffs and Class Members were
17 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
18 hours per workweek but were not paid at the proper overtime rate of pay.

19 30. During the Class Period, Defendant was obligated to pay Plaintiffs and Class
20 Members for all hours worked. However, Defendant failed to pay Plaintiffs and Class
21 Members for all hours worked at the legally mandated wage rates, including regular wages and
22 overtime wages. Defendant regularly used a system of time rounding in a manner that resulted,
23 over a period of time, in failing to compensate Plaintiffs and Class Members properly for all
24 the time they have actually worked, even though the realities of Defendant's operations are
25 such that it is possible, practical, and feasible to count and pay for work time to the minute.
26 Accordingly, Defendant frequently paid Plaintiffs and Class Members less than all their work
27 time. Some of this unpaid work also should have been paid at the overtime rate. During the
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1 Class Period, Defendant also maintained a policy and practice of requiring Plaintiffs and Class
2 Members to perform work “off-the-clock”. During the statutory period Defendants regularly
3 required Plaintiffs and Class Members to arrive early to stay in a separate line to undergo
4 COVID pre-screening prior to clocking in to work and to stay in a different line to clock in to
5 work but did not compensate for that time. Defendant also regularly required Plaintiffs and
6 Class Members to clock out for meal periods but continue working. Throughout the statutory
7 period Defendant also required Plaintiffs and Class Members to work split shifts but refused to
8 pay split shift premiums. In maintaining a practice of not paying all wages owed, Defendant
9 failed to maintain accurate records of the hours Plaintiffs and Class Members worked.

10 31. During the Class Period, Defendant was obligated to provide Plaintiffs and Class
11 with a work-free meal period within the first five (5) hours of a shift no later than the start of
12 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-
13 free meal period no later than the start of the eleventh hour of work in the workday. Here,
14 Defendant wrongfully failed to provide Plaintiffs and Class Members with legally compliant meal
15 periods. Defendant regularly required Plaintiffs and Class Members to work in excess of five
16 consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free
17 meal period for every five hours of work, or without compensating Plaintiffs and Class Members
18 for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.
19 Plaintiffs and Class Members were required to often times interrupt their meal periods and get
20 back to work to continue working. Most importantly, Plaintiffs and Class Members were
21 instructed to clock out for meal periods but to continue working so that in their timesheets it
22 looked like they took their meal periods. Plaintiffs and Class Members were also not authorized
23 to take their second meal periods. Accordingly, Defendant’s policy and practice was to not
24 provide meal periods to Plaintiffs and Class Members in compliance with California law.

25 32. Additionally, Defendant were obligated to provide Plaintiffs and Class Members
26 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
27 day. Defendant, however, wrongfully failed to authorize and permit Plaintiffs and Class Members
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1 to take timely and duty-free rest periods. Defendant regularly required Plaintiffs and Class
2 Members to work in excess of four consecutive hours a day without Defendant authorizing and
3 permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four
4 hours of work (or major fraction of four hours), or without compensating Plaintiffs and Class
5 Members for rest periods that were not authorized or permitted. Accordingly, Defendant's policy
6 and practice was for Plaintiffs and Class Members to work through rest periods and to not
7 authorize or permit them to take any rest periods.

8 33. Furthermore, Defendant failed and/or refused to pay Plaintiffs and Class Members
9 one (1) hour's pay at the employees' regular rate of pay as premium compensation for
10 Defendant's failure to provide lawful thirty (30) minute, off-duty meal periods and failure to
11 provide lawful ten (10) minute rest periods within the statutory time frames.

12 34. Defendant also failed to indemnify Plaintiffs and Class Members all necessary
13 expenditures incurred in direct discharge of their duties without reimbursement. During the Class
14 Period, Plaintiffs and Class Members were required to purchase tools and materials including but
15 not limited to wrenches, set screwdrivers, toolboxes to perform their work but were not
16 reimbursed for those tools. Plaintiffs and Class Members were also required to use their personal
17 vehicles to drive to Defendant's other location but were not reimbursed for mileage. Plaintiffs
18 and Class Members would also use their personal cell phones to communicate with supervisors
19 and coworkers regarding work but were not reimbursed for cell phone usage. Plaintiffs and Class
20 Members incurred these substantial expenses as a direct result of performing their job duties for
21 Defendant, and Defendant has failed to indemnify Plaintiffs and Class Members for these
22 employment-related expenses.

23 35. Defendant continues to employ non-exempt, hourly-paid employees within
24 California.

25 36. Plaintiffs and Class Members primarily performed non-exempt work, often in
26 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),
27 regulations or statutes, and therefore entitled the Plaintiffs and Class Members to overtime
28 compensation at the rate of one and a half times their regular rate of pay and, when applicable,

double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or statutes.

37. During the Class Period, Defendant required Plaintiffs and Class Members to work regular hours, off the clock hours, and overtime hours without lawful compensation in violation of the applicable IWC Wage Order(s), regulations and statutes, and Defendant: (1) willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiffs and affected Class Members.

38. Class Members who ended their employment with Defendant during the Class Period but were not paid the above due compensation for all hours worked timely upon the termination of their employment as required by Labor Code Sections 201, 202, and 203 are entitled to penalties as provided by Labor Code Section 203.

39. During the Class Period, Defendant failed to furnish Plaintiffs and Class Members with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, 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), Plaintiffs and Class Members are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

40. Defendant knew or should have known that Plaintiffs and Class members were entitled to receive accurate wage statements, which would include meal break premiums, and/or rest break premiums, as required by Labor Code 226.

41. Defendant knew or should have known that Plaintiffs and Class Members were entitled to timely payment of all wages earned upon termination. Plaintiffs and Class Members

1 did not receive payment of all wages, including but not limited to, meal and rest break premiums,
2 in violation of the Labor Code.

3 **CLASS ALLEGATIONS**

4 42. Plaintiffs bring this action on behalf of themselves and all other similarly situated
5 persons as a class action pursuant to Code of Civil Procedure Section 382. The Class is composed
6 of and defined as follows:

- 7 (a) All persons who are employed or have been employed by Defendant in the
8 State of California, and who, within the four (4) years of the filing of this
9 Complaint to the present, have worked as non-exempt employees and were not
10 paid all wages owed, including but not limited to the legally requisite regular
11 time rate, overtime rate and/or double-time rate;
- 12 (b) All persons who are employed or have been employed by Defendant in the
13 State of California, and who, within the four (4) years of the filing of this
14 Complaint to the present, have worked as non-exempt employees and have not
15 been provided a meal period for shifts in excess of five (5) hours within the
16 first five (5) hours such shifts, and were not provided one (1) hour's pay for
17 each day during which a lawful meal period was not provided;
- 18 (c) All persons who are employed or have been employed by Defendant in the
19 State of California, and who, within the four (4) years of the filing of this
20 Complaint to the present, have worked as non-exempt employees and have not
21 been provided a rest period for every four (4) hours, or major fraction thereof,
22 worked per day, and were not provided compensation of one (1) hour's pay for
23 each day on which such rest period(s) was not provided;
- 24 (d) All persons who are employed or have been employed by Defendant in the
25 State of California, and who, within the four (4) years of the filing of this
26 Complaint to the present, have worked as non-exempt employees and have not
27 been reimbursed expenditures in discharge of their duties;
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1 (e) All persons who are employed or have been employed by Defendant in the
2 State of California, and who, within the three (3) years of the filing of this
3 Complaint to the present, have worked as non-exempt employees and have
4 been terminated or resigned, and have not been paid wages pursuant to Labor
5 Code Section 203 and are owed restitution and waiting time penalties for
6 unpaid wages;

7 (f) All persons who are employed or have been employed by Defendant in the
8 State of California, and who, within the one (1) year of the filing of this
9 Complaint to the present have worked as non-exempt employees and were not
10 provided an accurate payroll record or wage statement as required under Labor
11 Code Sections 226 and 1174;

12 (g) All persons who are employed or have been employed by Defendant in the
13 State of California, and who, within the four (4) years of the filing of this
14 Complaint to the present, have worked as non-exempt employees and were
15 subjected to unlawful and unfair business practices within the meaning of
16 California's Unfair Competition Law and who suffered injury, including lost
17 money, as a result of Defendant's unlawful and unfair business practices.

18 43. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or
19 necessary to amend the definition of the Class. Plaintiffs will formally define and designate a
20 class definition at such time when Plaintiffs seek to certify the Class alleged in this Complaint.

21 44. This action has been brought and may be maintained as a class action pursuant to
22 Code of Civil Procedure Section 382 because there is a well-defined common interest of many
23 persons and it is impractical to bring them all before the court.

24 45. The Court should permit this action to be maintained as a class action pursuant to
25 Code of Civil Procedure Section 382 because:

26 (a) The questions of law and fact common to Class predominate over any
27 question affecting only individual class members;
28

- 1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the Class members;
- 3 (c) Class is so numerous that it is impractical to bring all members of the
4 Class before the Court;
- 5 (d) Plaintiffs and Class Members will not be able to obtain effective and
6 economic legal redress unless the action is maintained as a class action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the common law and statutory violations and other
9 improprieties and in obtaining adequate compensation for the damages
10 and injuries which Defendant's actions have inflicted upon Class;
- 11 (f) There is a community of interest in ensuring that the combined assets and
12 available insurance of the Defendant are sufficient to adequately
13 compensate Class Members for the injuries sustained;
- 14 (g) Without class certification, the prosecution of separate actions by
15 individual members of the Class would create a risk of:
- 16 (1) Inconsistent or varying adjudications with respect to individual
17 members of the Class which would establish an incompatible
18 standard of conduct for Defendant; and/or
- 19 (2) Adjudications with respect to the individual members which
20 would, as a practical matter, be dispositive of the interests of other
21 members not parties to the adjudications, or would substantially
22 impair or impede their ability to protect their interests, including
23 but not limited to the potential for exhausting the funds available
24 from those parties who are, or may be, responsible Defendant; and
- 25 (h) Defendant have acted or refused to act on grounds generally applicable to
26 Class, thereby making final injunctive relief appropriate with respect to
27 Class as a whole.

28 46. There is a well-defined community of interest in the litigation and Class is

1 readily ascertainable:

- 2 (a) Numerosity: The members of Class (and each subclass, if any) are so
3 numerous that joinder of all members would be unfeasible and impractical.
4 The membership of the entire Class is unknown to Plaintiffs at this time,
5 however, the Class is estimated to be greater than 100 individuals and the
6 identity of such membership is readily ascertainable by inspection of
7 Defendant's records.
- 8 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
9 the interests of each Class Member with whom there is a shared, well-defined
10 community of interest, and Plaintiffs' claims (or defenses, if any) are typical
11 of all Class Members' claims as demonstrated herein.
- 12 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
13 the interests of each Class Member with whom there is a shared, well-
14 defined community of interest and typicality of claims, as demonstrated
15 herein. Plaintiffs have no conflicts with or interests antagonistic to any
16 Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed
17 in the rules governing class action discovery, certification, and settlement.
18 Plaintiffs have incurred, and throughout the duration of this action, will
19 continue to incur costs and attorneys' fees that have been, are, and will be
20 necessarily expended for the prosecution of this action for the substantial
21 benefit of each class member.
- 22 (d) Superiority: A Class Action is superior to other available methods for the
23 fair and efficient adjudication of the controversy, including consideration of:
24 1. The interests of the members of the Class in individually
25 controlling the prosecution or defense of separate actions;
26 2. The extent and nature of any litigation concerning the
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1 controversy already commenced by or against members of the
2 Class;

3 3. The desirability or undesirability of concentrating the
4 litigation of the claims in the particular forum; and

5 4. The difficulties likely to be encountered in the management of
6 a class action.

7 (e) Public Policy Considerations: The public policy of the State of California is
8 to resolve the California Labor Code claims of many employees through a
9 class action. Indeed, current employees are often afraid to assert their rights
10 out of fear of direct or indirect retaliation. Former employees are also
11 fearful of bringing actions because they believe their former employers
12 might damage their future endeavors through negative references and/or
13 other means. Class actions provide the class members who are not named in
14 the complaint with a type of anonymity that allows for the vindication of
15 their rights at the same time as their privacy is protected.
16

17 47. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
18 the Class that would set forth the subject and nature of the instant action. Defendant's own
19 business records may be utilized for assistance in the preparation and issuance of the
20 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
21 contemplate the use of additional techniques and forms commonly used in class actions, such as
22 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
23 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

24 **FIRST CAUSE OF ACTION**

25 **Failure to Pay All Wages for All Hours Worked and Sick Pay**

26 **(Against Defendant, DOES 1 through 50, and each of them)**

27 48. Plaintiffs and Class Members re-allege and incorporate by reference all preceding
28 paragraphs of this Second Amended Complaint as though fully set forth herein.

1 49. Labor Code Section 510, subdivision (a) states in pertinent part: “Any work in
2 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
3 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
4 any employee.”

5 50. Labor Code Section 1194, subdivision (a) states: “Notwithstanding any agreement
6 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
7 overtime compensation applicable to the employee is entitled to recover in a civil action the
8 unpaid balance of the full amount of this minimum wage or overtime compensation, including
9 interest thereon, reasonable attorney's fees, and costs of suit.”

10 51. Further, pursuant to Labor Code Section 1197, payment of less than the minimum
11 wage fixed by the Labor Commission is unlawful.

12 52. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer
13 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
14 IWC Wage Order(s).

15 53. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiffs and
16 Class Members for all hours worked, meaning the time during which an employee is subject to
17 the control of an employer, including all the time the employee is suffered or permitted to work,
18 whether or not required to do so.

19 54. Labor Code Section 204 requires employers to pay employees all earned wages
20 two times per month on days designated in advance by the employer as regular paydays.
21 Pursuant to Labor Code Section 204 (a) labor performed between the 1st and 15th days,
22 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
23 month during which the labor was performed, and labor performed between the 16th and the last
24 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
25 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall
26 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
27 the wages are paid not more than seven calendar days following the close of the payroll period.
28 Plaintiffs and Class were also entitled to be paid twice a month at their regular rates, including all

1 meal period premium wages owed, rest period premium wages owed, and wages owed for hours
2 worked. However, during Class period, Defendant systematically failed and refused to pay the
3 employees all wages due, and failed to pay those wages twice a month, in that employees were
4 not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods
5 not authorized and permitted by Defendant, and all wages for all hours worked.

6 55. During the Class Period, Defendant was obligated to pay Plaintiffs and Class
7 Members for all hours worked. However, Defendant failed to pay Plaintiffs and Class Members
8 for all hours worked at the legally mandated wage rates, including regular wages and overtime
9 wages. Defendant regularly used a system of time rounding in a manner that resulted, over a
10 period of time, in failing to compensate Plaintiffs and Class Members properly for all the time
11 they have actually worked, even though the realities of Defendant's operations are such that it is
12 possible, practical, and feasible to count and pay for work time to the minute. Accordingly,
13 Defendant frequently paid Plaintiffs and Class Members less than all their work time. Some of
14 this unpaid work also should have been paid at the overtime rate. During the Class Period,
15 Defendant also maintained a policy and practice of requiring Plaintiffs and Class Members to
16 perform work "off-the-clock". During the statutory period Defendants regularly required
17 Plaintiffs and Class Members to arrive early to stay in a separate line to undergo COVID pre-
18 screening prior to clocking in to work and to stay in a different line to clock in to work but did
19 not compensate for that time. Defendant also regularly required Plaintiffs and Class Members to
20 clock out for meal periods but continue working. Throughout the statutory period Defendant also
21 required Plaintiffs and Class Members to work split shifts but refused to pay split shift premiums.
22 In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate
23 records of the hours Plaintiffs and Class Members worked.

24 56. Plaintiffs and Class Members were required to work overtime in excess of eight
25 (8) hours per workday and in excess of forty (40) hours per workweek but were not paid at the
26 proper overtime rate of pay.

27 57. Defendant's pattern, practice and uniform administration of corporate policy
28 regarding illegal employee compensation as described herein is unlawful and creates an

entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiffs and the members of the Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

58. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

59. That calculation of individual damages for Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981) 30 Cal.3d 256).

60. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

61. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

SECOND CAUSE OF ACTION

Failure to Provide Meal Periods or Compensation in Lieu Thereof (Against Defendant, DOES 1 through 50, and each of them)

62. Plaintiffs and Class Members re-allege and incorporate by reference all preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

63. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

64. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this Section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this Section.

65. Defendant failed to schedule Plaintiffs and Class Members in a manner as to reasonably ensure that Plaintiffs and Class Members could take such meal periods within the statutory timeframe. As a result, Plaintiffs and Class were often forced to forego their meal periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their shifts. In so doing, Defendant has intentionally and improperly denied meal periods to Plaintiffs and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

66. At all times relevant hereto, Plaintiffs and Class have worked more than five (5) hours in a workday.

67. By virtue of Defendant's failure to schedule Plaintiffs and Class Members in such a way as to provide a timely and/or work free meal period to Plaintiffs and Class Members, Plaintiffs and Class Members have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

68. Plaintiffs, individually and on behalf of Class Members, requests recovery of meal period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against Defendant in a sum as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Against Defendant, DOES 1 through 50, and each of them)

69. Plaintiffs and Class Members re-allege and incorporate by reference all preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

1 70. The IWC Wage Orders and Labor Code Section 226.7 provides that employers
2 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
3 time per four (4) work hours or major fraction thereof.

4 71. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to
5 provide an employee rest period in accordance with this Section, the employer shall pay the
6 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
7 that the rest period is not provided.

8 72. Defendant failed and/or refused to implement a policy by which Plaintiffs and
9 Class Members could receive rest periods and/or work free rest periods. By and through its
10 actions, Defendant intentionally and improperly denied rest periods to Plaintiffs and Class
11 Members in violation of Labor Code Sections 226.7 and 512.

12 73. At all times relevant hereto, Plaintiffs and Class have worked more than four (4)
13 hours in a workday.

14 74. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs
15 and Class Members, Plaintiffs and Class Members have suffered, and will continue to suffer,
16 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
17 this Court and which will be ascertained according to proof at trial.

18 75. Plaintiffs, individually and on behalf of employees similarly situated, requests
19 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years
20 prior to filing this Complaint, as well as the assessment of any statutory penalties against
21 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Provide Accurate Itemized Wage Statements**

24 **(Against Defendant, DOES 1 through 50, and each of them)**

25 76. Plaintiffs and Class re-allege and incorporate by reference all preceding
26 paragraphs of this Second Amended Complaint as though fully set forth herein.
27
28

1 77. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central
2 location in California, or at the plant or establishment at which the employee is employed, payroll
3 records showing the hours worked daily by, and the wages paid to, each employee.

4 78. Labor Code Section 226, subdivision (a) requires an employer to provide
5 employees—either as a detachable part of the check, draft, or voucher paying the employee’s
6 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage
7 statement in writing showing

8 (1) gross wages earned, (2) total hours worked by the employee . . . , (4) all
9 deductions . . . , (5) net wages, (6) the inclusive dates of the period for which
10 the employee is paid, (7) the name of the employee and only the last four
11 digits of his or her social security number or an employee identification
12 number other than a social security number, (8) the name and address of the
13 legal entity that is the employer . . . , and (9) all applicable hourly rates in
14 effect during the pay period and corresponding number of hours worked at
15 each hourly rate by the employee

16 79. Moreover, the IWC Wage Orders require that every employer shall keep accurate
17 information with respect to each employee, including time records showing when each employee
18 begins and ends each work period, when each employee takes a meal period, the total daily hours
19 worked by each employee and the total hours worked in each payroll period, and applicable rates
20 of pay.

21 80. Plaintiffs are informed and believe that Defendant willfully and intentionally
22 failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and
23 Class. Specifically, Plaintiffs believe that Defendant’s records do not accurately reflect when
24 Plaintiffs and Class worked during their meal and rest periods and/or took untimely meal periods
25 or worked for hours not paid.

26 81. Labor Code Section 226, subdivision (e) provides that if an employer knowingly
27 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
28 the total hours worked by the employee, causing the employee injury, then the employee is

entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiffs are informed and believe that Defendant willfully failed to make or keep accurate records for Plaintiffs and Class.

82. Plaintiffs are informed and believe that Defendant's failure to keep accurate payroll records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699, subdivision (f)(2), Plaintiffs and Class are entitled to penalties of \$100.00 and for the initial violation and \$200.00 for each subsequent violation for every pay period during which these records and information were not kept by Defendant.

83. Plaintiffs are informed and believe that Defendant's failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiffs and Class are entitled to statutory penalties pursuant to Labor Code Section 1174.5.

FIFTH CAUSE OF ACTION

Failure to Pay Wages upon Termination of Employment

(Against Defendant, DOES 1 through 50, and each of them)

84. Plaintiffs and Class re-allege and incorporate by reference all preceding paragraphs of this Second Amended Complaint as though fully set forth herein.

85. Plaintiffs and certain Class Members who ended their employment with Defendant during the Class Period, were entitled to be promptly paid for all hours worked, including lawful regular time compensation, overtime compensation, double-time compensation, and other premiums, as required by Labor Code Sections 201 through 203. They are also entitled to meal period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

86. Plaintiffs and Class Members were not compensated for their unlawful and/or missed meal periods and/or rest periods, and were not paid proper regular time compensation, overtime compensation or double-time compensation in accordance with law as a result of Defendant's illegal rounding practice and other violations.

1 87. To date, Class Members who ended their employment with Defendant during the
2 Class Period have not been compensated for all hours worked.

3 88. Plaintiffs and Class Members seek the payment of penalties pursuant to Labor
4 Code Section 203, according to proof.

5 89. Plaintiffs are also entitled to attorneys' fees and costs, pursuant to Labor Code
6 Section 1194, and prejudgment interest.

7 **SIXTH CAUSE OF ACTION**

8 **Failure to Reimburse for Necessary Business Expenditures**

9 **(Against Defendant, DOES 1 through 50, and each of them)**

10 90. Plaintiffs and Class re-allege and incorporate by reference all the above paragraphs
11 of this Second Amended Complaint as if fully alleged herein.

12 91. California Labor Code §2802, states "An employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct consequence
14 of the discharge of his or her duties."

15 92. Plaintiffs and Class incurred expenses as a direct result of performing their job
16 duties for Defendant, and Defendant has failed to indemnify Plaintiffs and Class for these
17 employment-related expenses.

18 93. Defendant knowingly, willingly and intentionally attempted to offset the cost of
19 doing business on the Plaintiffs and Class.

20 94. Defendant had a corporate practice and policy of requiring Plaintiffs and Class to
21 shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiffs and
22 Class for necessary expenditures.

23 95. Accordingly, Plaintiffs and Class are entitled to an award of "necessary
24 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
25 fees and interest.

26 **SEVENTH CAUSE OF ACTION**

27 **Unfair Business Practices**

28 **(Against Defendant, DOES 1 through 50, and each of them)**

1 96. Plaintiffs and Class re-allege and incorporate by reference all preceding
2 paragraphs of this Second Amended Complaint as though fully set forth herein.

3 97. Business and Professions Code Section 17200 et seq. (also referred to herein as
4 the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition
5 in the form of any unlawful, unfair or fraudulent business act or practice.

6 98. Business and Professions Code Section 17204 allows “a person who has suffered
7 injury in fact and has lost money or property as a result of the unfair competition” to prosecute a
8 civil action for violation of the Unfair Competition Law (“UCL”).

9 99. Labor Code Section 90.5, subdivision (a) states that it is the public policy of
10 California to vigorously enforce minimum labor standards in order to ensure employees are not
11 required to work under substandard and unlawful conditions, and to protect employers who
12 comply with the law from those who attempt to gain competitive advantage at the expense of their
13 workers by failing to comply with minimum labor standards.

14 100. Beginning at an exact date unknown to Plaintiffs, but at least since the date four
15 (4) years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as
16 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent
17 business practices and acts described in this Complaint including but not limited to violations of
18 Labor Code Sections 201-204, 226, 226.7, 510, 558, 1174.5, 1197.1, 2802, 2699(f)(2) as well as
19 other statutes.

20 101. The violations of these laws and regulations, as well as of the fundamental
21 California public policies protecting workers, serve as unlawful predicate acts and practices for
22 purposes of Business and Professions Code Section 17200 et seq.

23 102. The acts and practices described above constitute unfair, unlawful and fraudulent
24 business practices, and unfair competition, within the meaning of Business and Professions Code
25 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiffs and other
26 similarly situated employees to labor for many consecutive hours without receiving the meal and
27 rest periods and overtime compensation to which they are entitled by law, while enabling
28 Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

1 103. As a result of Defendant's acts, Plaintiffs and Class Members have suffered injury
2 in fact in being denied their statutorily entitled meal and rest periods and full compensation for
3 hours worked.

4 104. As a direct and proximate result of the aforementioned acts and practices, Plaintiffs
5 and Class have suffered lost wages in an amount to be proven at trial.

6 105. Business and Professions Code Section 17203 provides that a court may make
7 such orders or judgments as may be necessary to prevent the use or employment by any person
8 of any practice which constitutes unfair competition. Injunctive relief is necessary and
9 appropriate to prevent Defendant from repeating its unlawful, unfair and fraudulent business acts
10 and business practices alleged above.

11 106. Business and Professions Code Section 17203 provides that the Court may restore
12 to any person in interest any money or property that may have been acquired by means of such
13 unfair competition. Plaintiffs and Class are entitled to restitution pursuant to Business and
14 Professions Code Section 17203 for all wages and payments unlawfully withheld from
15 employees, including the fair value of the meal and rest periods taken away from them during the
16 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred
17 by Plaintiffs and Class in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer.

19 107. Business and Professions Code Section 17202 provides, "Notwithstanding Section
20 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
21 forfeiture, or penal law in a case of unfair competition." Plaintiffs and Class are entitled to enforce
22 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
23 Section 17202.

24 108. Plaintiffs' success in this action will enforce important rights affecting public
25 interest, and in that regard, Plaintiffs sue on behalf of the general public, as well as herself and
26 other similarly situated employees. Plaintiffs and Class seek and are entitled to restitution, civil
27 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.
28

1 109. Plaintiffs herein take upon themselves enforcement of these laws and lawful
2 claims. There is a financial burden involved in pursuing this action. The action is seeking to
3 vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by
4 forcing her to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate
5 pursuant to Code of Civil Procedure Section 1021.5 and otherwise.

6 **EIGHTH CAUSE OF ACTION**

7 **Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.***
8 **(Against Defendants, DOES 1 through 50, and each of them)**

9 110. Plaintiffs re-allege and incorporate by reference all preceding paragraphs in this
10 Second Amended Complaint, as if fully alleged herein.

11 111. Plaintiffs seek recovery of penalties under the Labor Code Private Attorney
12 General Act of 2004 ("PAGA.") (Labor Code sections 2698 *et seq.*)

13 112. PAGA permits an "aggrieved employee" to recover penalties on behalf of
14 himself/herself and other employees subject to violations of the Labor Code, including violations
15 of sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1198 and 2802, as well as the applicable
16 Wage Order.

17 113. Plaintiffs are informed and believe Defendants at all relevant times employed one
18 or more employees.

19 114. For those code sections that provide for the recovery of civil penalties, Plaintiffs
20 will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor
21 Code that do not specifically provide for civil penalties, Plaintiffs will seek civil penalties of one
22 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
23 and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each
24 subsequent violation pursuant to Labor Code section 2699, subdivision (f).

25 115. Section 2699, subdivision (a) provides that civil penalties may be "recovered
26 through a civil action brought by an aggrieved employee on behalf of himself or herself and other
27 current or former employees." (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g),
28 provides that an employee who prevails in a civil action under section 2699 shall be entitled to an

1 award of reasonable attorneys' fees and costs.

2 116. The State of California, Plaintiff and aggrieved employees are, therefore, entitled
3 to civil penalties, attorneys' fees and costs, according to proof.

4
5 **PRAYER FOR RELIEF**

6 Plaintiffs, individually, and on behalf of all others similarly situated only with respect
7 to the class claims, pray for relief and judgment against Defendant as follows:

8 **Class Certification**

9 1. That this action be certified as a class action with respect to the First, Second,
10 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

11 2. That Plaintiffs be appointed as the representatives of the Class; and

12 3. That counsel for Plaintiffs be appointed as Class Counsel.

13 **As to the First Cause of Action**

14 4. That the Court declare, adjudge and decree that Defendant violated California
15 Labor Code §§ 204, 510, 1194, 1198 and applicable IWC Wage Orders by willfully failing
16 to pay all wages due;

17 5. For general unpaid wages as may be appropriate;

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

20 7. For liquidated damages;

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

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

25 **As to the Second Cause of Action**

26 10. That the Court declare, adjudge and decree that Defendant violated California
27 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
28

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

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

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

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

As to the Third Cause of Action

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

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

17. For pre-judgment interest on any unpaid compensation commencing from the date 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 Defendant 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;

21. For penalties and actual damages pursuant to California Labor Code § 226(e);

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

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

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

3 As to the Fifth Cause of Action

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

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

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

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

12 29. For such other and further relief as the Court may deem equitable and
13 appropriate.
14

15 As to the Sixth Cause of Action

16 30. That the Court declare, adjudge and decree that Defendant violated Labor Code §
17 2802 and the IWC Wage Orders;

18 31. For general unpaid wages and reimbursement of business expenses as may be
19 appropriate;

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

22 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

23 34. For such other and further relief as the Court may deem equitable and
24 appropriate.
25

26 As to the Seventh Cause of Action

27 35. That the Court declare, adjudge and decree that Defendant violated California
28 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked,

1 failing to provide meal periods, failing to maintain accurate records of meal periods, failing
2 to authorize and permit rest periods, and failing to maintain accurate records of all hours
3 worked and meal periods, failing to furnish accurate wage statements, and failing to
4 indemnify necessary business expenses;

5 36. For restitution of unpaid wages to Plaintiffs and all Class Members and
6 prejudgment interest from the day such amounts were due and payable;

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

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

13 39. For injunctive relief to ensure compliance with this Section, pursuant to
14 California Business & Professions Code §§ 17200, *et seq.*; and,

15 40. For such other and further relief as the Court may deem equitable and
16 appropriate.
17

18 As to the Eighth Cause of Action

19 41. That the Court declare, adjudge and decree that Defendants violated the
20 California Labor Code by failing to pay wages for all hours worked, failing to provide meal
21 periods, failing to maintain accurate records of meal periods, failing to authorize and permit
22 rest periods, failing to maintain accurate records of all hours worked and meal periods, failing
23 to indemnify necessary business expenses, failing to pay final wages at termination, and failing
24 to furnish accurate wage statements;

25 42. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all
26 other applicable Labor Code provisions;
27
28

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

3 44. For such other and further relief as the Court may deem equitable and
4

5 As to all Causes of Action

6 45. For any additional relief that the Court deems just and proper.
7

8 Dated: June 17, 2024

TUNYAN LAW, APC

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10 
11 _____

12 Lilit Tunyan

13 Attorneys for Plaintiffs Jovanni Casillas and Manuel Apolinar
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1
2 **DEMAND FOR JURY TRIAL**
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4

5 Plaintiffs Jovanni Casillas and Manuel Apolinar hereby demand a jury trial on all issues
6 so triable.
7
8

9 Dated: June 17, 2024

TUNYAN LAW, PAC

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11 

12 _____
Lilit Tunyan

13 Attorneys for Plaintiffs Jovanni Casillas and
14 Manuel Apolinar
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Exhibit “A”



535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

January 30, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Spears Manufacturing Co.
Darlene Fourriel
15853 Olden Street
Sylmar, California 91342

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Casillas v. Spears Manufacturing Co.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Jovanni Casillas ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Spears Manufacturing Co. ("Defendant"). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiff's written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff's action against Defendant. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendant engaged in with respect to Plaintiff and all of Defendant's aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

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

Factual Background Regarding Plaintiff's Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. Defendant has a corporate office and mailing address in Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff worked for Defendant as a shift production lead from February 15, 2015 to November 18, 2023. Defendant classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendant, Plaintiff typically worked 5 days per week and over 10-11 hours each workday.

Throughout Plaintiff's employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

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 (8) 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 Industrial Welfare Commission is unlawful.

Pursuant to relevant Industrial Welfare Commission Order Section 2 (n) split shift means a work schedule, which is interrupted by non-paid non-working periods established by the employer,

other than bona fide rest or meal periods. Section 4(c) also provides that when an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work "off-the-clock". During the statutory period Defendants regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in a separate line to undergo COVID pre-screening prior to clocking in to work and to stay in a different line to clock in to work but did not compensate for that time. Defendant also regularly required Plaintiff and the Aggrieved Employees to clock out for meal periods but continue working. Throughout the statutory period Defendant also required Plaintiff and the Aggrieved Employees to work split shifts but refused to pay split shift premiums. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, 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, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

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 required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, 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. Plaintiff and the Aggrieved Employees were required to often times interrupt their meal periods and get back to work to continue working. Most importantly, Plaintiff and the Aggrieved Employees were instructed to clock out for meal periods but to continue working so that in their timesheets it looked like they took their meal periods. Plaintiff and the Aggrieved Employees were also not authorized to take their second meal periods. Accordingly, Defendant's policy and practice was to not 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, 558, 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 10 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 6 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.

Defendant, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free 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, continuous and uninterrupted, 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. Accordingly, Defendant's policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

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, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by 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 meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code 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 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.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiff and the Aggrieved Employees were required to purchase tools

and materials including but not limited to wrenches, set screwdrivers, toolboxes necessary to perform their work but were not reimbursed for those tools. Plaintiff and the Aggrieved Employees were also required to use their personal vehicles to drive to Defendant's other location but were not reimbursed for mileage. Plaintiff and the Aggrieved Employees would also use their personal cell phones to communicate with supervisors and coworkers regarding work but were not reimbursed for cell phone usage. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

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 Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiff and the 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 employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

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 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).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the 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 \$4,000 dollars 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 Pay All Earned Wages Twice Per Month

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

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also 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 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.

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, 512 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 § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
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 § 204 by failing to pay all earned wages two times per month.

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, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendant or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC



535 N Brand Blvd. Suite 285
Glendale, CA 91203
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

February 7, 2024

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGAFilings@dir.ca.gov

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Spears Manufacturing Co.
Darlene Fourriel
15853 Olden Street
Sylmar, California 91342

**AMENDED NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Casillas, et al. v. Spears Manufacturing Co.

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Jovanni Casillas and Manuel Apolinar (“Plaintiffs”) to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his former employer Spears Manufacturing Co. (“Defendant”). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel Firm, APC and Plaintiffs’ written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiffs’ action against Defendant. The purpose of this amended letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiffs allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wish to pursue a PAGA representative action on behalf of themselves as aggrieved employees, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendant in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiffs and the Aggrieved Employees of Defendant suffered the Labor Code violations described below.

Factual Background Regarding Plaintiffs' Employment with Defendant

Defendant owns and operates an industry, business, and establishment within the State of California, including Los Angeles County. Defendant has a corporate office and mailing address in Los Angeles County. As such, Defendant is subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff Giovanni Casillas worked for Defendant as a shift production lead from February 15, 2015 to November 18, 2023. Defendant classified Plaintiff as non-exempt from overtime. Plaintiff Manuel Apolinar worked for Defendant as a shipping and receiving lead from approximately January 2023 to October 2023. Defendant classified Plaintiffs as non-exempt from overtime. During the time period that Plaintiffs were employed by Defendant, Plaintiffs typically worked 5 days per week and over 10-11 hours each workday.

Throughout Plaintiffs' employment, Defendant committed numerous labor code violations under state law. As discussed below, Plaintiffs' experience working for Defendant was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

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 (8) 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 Industrial Welfare Commission is unlawful.

Pursuant to relevant Industrial Welfare Commission Order Section 2 (n) split shift means a work schedule, which is interrupted by non-paid non-working periods established by the employer, other than bona fide rest or meal periods. Section 4(c) also provides that when an employee works a split shift, one (1) hour's pay at the minimum wage shall be paid in addition to the minimum wage for that workday.

Throughout the statutory time period, Defendant maintained a policy and practice of failing to pay Plaintiffs and the Aggrieved Employees for all hours worked. Defendant regularly used a system of time rounding in a manner that resulted, over a period of time, in failing to compensate Plaintiffs and the Aggrieved Employees properly for all the time they have actually worked, even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, Defendant frequently paid Plaintiffs and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. Throughout the statutory period, Defendant also maintained a policy and practice of requiring Plaintiffs and the Aggrieved Employees to perform work "off-the-clock". During the statutory period Defendants regularly required Plaintiffs and the Aggrieved Employees to arrive early to stay in a separate line to undergo COVID pre-screening prior to clocking in to work and to stay in a different line to clock in to work but did not compensate for that time. Defendant also regularly required Plaintiffs and the Aggrieved Employees to clock out for meal periods but continue working. Throughout the statutory period Defendant also required Plaintiffs and the Aggrieved Employees to work split shifts but refused to pay split shift premiums. In maintaining a practice of not paying all wages owed, Defendant failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked. In doing so, Defendant also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

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 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendant regularly required Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours a day

without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiffs 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. Plaintiffs and the Aggrieved Employees were required to often times interrupt their meal periods and get back to work to continue working. Most importantly, Plaintiffs and the Aggrieved Employees were instructed to clock out for meal periods but to continue working so that in their timesheets it looked like they took their meal periods. Plaintiffs and the Aggrieved Employees were also not authorized to take their second meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with California law.

Plaintiffs 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 Plaintiffs 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 Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 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 10 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 6 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.

Defendant, however, wrongfully failed to authorize and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods. Defendant regularly required Plaintiffs 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, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees for rest periods that were not authorized or permitted. Accordingly, Defendant's policy and practice was for Plaintiffs and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiffs 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 Plaintiffs 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 Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiffs seek penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by 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 meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiffs 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, Plaintiffs 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, Plaintiffs 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 Labor Code and applicable IWC Wage Orders, Plaintiffs 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.

As a result, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendant wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant without reimbursement. Plaintiffs and the Aggrieved Employees were required to purchase tools

and materials including but not limited to wrenches, set screwdrivers, toolboxes necessary to perform their work but were not reimbursed for those tools. Plaintiffs and the Aggrieved Employees were also required to use their personal vehicles to drive to Defendant's other location but were not reimbursed for mileage. Plaintiffs and the Aggrieved Employees would also use their personal cell phones to communicate with supervisors and coworkers regarding work but were not reimbursed for cell phone usage. Plaintiffs and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendant, and Defendant has failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

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 Plaintiffs and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendant failed, and continues to fail to pay to Plaintiffs and the 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 employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

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, Plaintiffs 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 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiffs 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).

Defendant intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendant violating Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiffs and the 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 \$4,000 dollars per employee.

Moreover, Defendant is liable to Plaintiffs 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 Pay All Earned Wages Twice Per Month

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

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also 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 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 Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiffs allege 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, 512 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 § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
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 § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiffs seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiffs have placed Defendant on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiffs become aware of additional compensation owed or losses incurred by Plaintiffs or by any other aggrieved employee of Defendant or any additional facts, Plaintiffs expressly reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
TUNYAN LAW, APC

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, January 30, 2024 2:28:20 PM

1/30/2024

LWDA Case No. LWDA-CM-1008154-24
Law Firm : Tunyan Law, APC
Plaintiff Name : Jovanni Casillas
Employer: Spears Manufacturing Co.
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

From: [DIR PAGA Unit](#)
To: ltunyan@tunyanlaw.com
Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Wednesday, February 7, 2024 12:42:26 PM

02/07/2024 12:42:12 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim Notice

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

USPS TRACKING#

SANTA CLARITA CA 913



12 FEB 2024 PM 1 L

9590 9402 8114 2349 9463 35

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

**TUNYAN LAW, APC**535 N. Brand Blvd. STE 285
Glendale, CA 91203First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DARLENE FOURRIEL
AGENT FOR SERVICE OF PROCESS
SPEARS MANUFACTURING CO.
15853 OLDEN STREET
SYLMAR, CA 91342

9590 9402 8114 2349 9463 35

2. Article Number (Transfer from service label)

9589 0710 5270 0112 6460 56

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☐ Addressee

B. Received by (Printed Name)

Darin E Jimenez

C. Date of Delivery

2-12-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®☐ Certified Mail Restricted Delivery
☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery
☐ Insured Mail☐ Mail Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #

SANTA CLARITA CA 913
1 FEB 2024 PM 2 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8114 2349 9463 59

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•



TUNYAN LAW, APC
535 N. Brand Blvd. STE 285
Glendale, CA 91203

32-122350



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DARLENE FOURRIEL
AGENT FOR SERVICE OF PROCESS FOR
SPEARS MANUFACTURING CO.
15853 OLDEN STREET
SYLMAR, CA 91342



9590 9402 8114 2349 9463 59

2. Article Number (Transfer from service label)

9589 0710 5270 0112 6459 81

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Daniel J. Newell

C. Date of Delivery

2-1-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Mail Restricted Delivery (00)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053



VERDUGO VIEJO
101 N VERDUGO RD
GLENDALE, CA 91206-9998
(800)275-8777

02/08/2024 02:09 PM

Product	Qty	Unit Price	Price
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First-Class Mail® Letter	1		\$0.92
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Sylmar, CA 91342
Weight: 0 lb 1.90 oz
Estimated Delivery Date
Sat 02/10/2024

Certified Mail® Tracking #:		\$4.40
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9589 0710 5270 0112 6460 56		
Return Receipt Tracking #:		\$3.65

9590 9402 8114 2349 9463 35		
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Total		\$8.97
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Grand Total:		\$8.97
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Credit Card Remit		\$8.97
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Card Name: VISA
Account #: XXXXXXXXXXXX0153
Approval #: 05635G
Transaction #: 586
AID: A0000000031010 Contactless
AL: VISA CREDIT
CHASE VISA

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 053017-0716
Receipt #: 840-59130027-2-6733055-2
Clerk: 14

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5914017-CA-91342

VERDUGO VIEJO STA 0715 14

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.92

Total Postage and Fees \$5.32

Sent To

Street and Apt. No., or

City, State, ZIP+4®

PS Form 3800, January 2002 (PSN 7530-02-000-9000-9000)

DARLENE FOURRIEL
AGENT FOR SERVICE OF PROCESS
SPEARS MANUFACTURING CO.
15853 OLDEN STREET
SYLMAR, CA 91342

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES) ss

4 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not
5 a party to the within action; my business address is 535 N Brand Blvd. Suite 285, Glendale, California
91203.

6 On the date indicated below, I served the document described as: **SECOND AMENDED**
7 **COMPLAINT** on the interested parties in this action by sending a true copy thereof to interested
8 parties as follows and as stated on the attached service list:

9 Kathryn T. McGuigan
kathryn.mcguigan@morganlewis.com
10 **MORGAN, LEWIS & BOCKIUS LLP**
300 South Grand Avenue
Twenty-Second Floor
11 Los Angeles, CA 90071-3132
Telephone: (213) 612-2500
12 Facsimile: (213) 612-2501
Kayla K. Cox
kayla.cox@morganlewis.com
13 **MORGAN, LEWIS & BOCKIUS LLP**
One Market, Spear Street Tower
14 San Francisco, CA 94105-1596
Telephone: (415) 442-1197
15 Facsimile: (415) 442-1001
Maria G. Arroyo
maria.arroyo@morganlewis.com
16 **MORGAN, LEWIS & BOCKIUS LLP**
2049 Century Park East, Suite 700
17 Los Angeles, CA 90067-3109
Telephone: (310) 907-1000
18 Facsimile: (310) 907-1001

19 **Attorneys for Defendant SPEARS MANUFACTURING CO.**

20
21 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept
22 electronic service, I caused the documents to be sent to the persons at the electronic service
23 addresses listed above via third-party cloud service **CASEANYWHERE**. I did not receive an error
message.

24 I declare under penalty of perjury under the laws of the State of California that the above is true
and correct. Executed on June 17, 2024 at Glendale, California.

25
26 Lilit Tunyan

27 Name



28 Signature