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on behalf of herself and others similarly situated

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

MARIA PRADO VALDEZ, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

HERMETIC SEAL CORPORATION, a
Delaware corporation; AMETEK, INC. dba
AMETEK, a Delaware corporation; and
DOES 1 through 50, inclusive

Defendants.

FILED
Superior Court of California
County of Los Angeles
04/02/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

Case No. 24STCV02059

CLASS ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: 11

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages
6. Failure to Comply with Labor Code § 245 *et seq.* and 246
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5
9. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

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

4 INTRODUCTION

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

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

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

THE PARTIES

A. The Plaintiff

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

B. The Defendants

5. Defendant HERMETIC SEAL CORPORATION, ("HSC") is a Delaware corporation with its principle executive offices in Rosemead, CA, and has been listed as the employer on the wage statements issued to Plaintiff during the relevant time period. HSC lists a California address in Rosemead, California with the California Secretary of State and employs Plaintiff and the Class members in California, including at Defendants' offices and facilities in Rosemead, California, and throughout California and conducts business throughout California.

6. Defendant AMETEK, INC. dba AMETEK, ("AI") is a Delaware corporation with its principle executive offices in Rosemead, CA, and has been listed as the employer on the wage statements issued to Plaintiff during the relevant time period. AI lists an out of state in Berwyn PA with the California Secretary of State and employs Plaintiff and the Class members in California, including at Defendants' offices and facilities in Rosemead, California, and throughout California and conducts business throughout California.

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

8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out

1 a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each
2 Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all
3 respects as the employers or joint employers of Employees. Defendants, and each of them, exercised
4 control over the wages, hours or working conditions of Employees, or suffered or permitted
5 Employees to work, or engaged, thereby creating a common law employment relationship, with
6 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

7 **JURISDICTION AND VENUE**

8 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
10 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
11 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
12 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
13 liabilities giving rise to this lawsuit occurred at least in part in Los Angeles County and Defendants
14 maintain and operate company offices and facilities in Los Angeles County, and employ Plaintiff
15 and other Class members in Los Angeles County and throughout California.

16 **FACTUAL BACKGROUND**

17 10. The Employees who comprise the Class and Collective, including Plaintiff, are
18 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
19 Employees who work in nonexempt positions at the direction of Defendants in the State of
20 California. Plaintiff and the Class members were either not paid by Defendants for all hours worked
21 or were not paid at the appropriate minimum, regular and overtime rates. Furthermore, the
22 uncompensated time included the time Employees had to wait in line to clock in every day and to
23 undergo temperature checks. Additionally, Employees had to don and doff protective equipment
24 including masks and gloves before clocking in and after clocking out. Plaintiff also contends that
25 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to provide
26 meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various
27 provisions of the California Labor Code and applicable Wage Orders. Additionally, Defendants paid
28 Plaintiffs and Employees shift differentials, nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
2 all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or
3 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
4 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime
5 and received shift differentials, nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime
7 rate than required.

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

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

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

28 14. As a result of the above described daily work demands and pressures to work through

1 breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the Class
2 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
3 including when working more than eight (8) hours in any given day and/or more than forty (40)
4 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
5 Class members incurred overtime hours worked for which they were not adequately and completely
6 compensated, in addition to the hours they were required to work off the clock. To the extent
7 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5
8 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
9 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
10 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

11 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
12 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
13 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

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

20 17. Additionally, from at least four (4) years prior to the filing of this lawsuit and
21 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
22 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
23 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
24 not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one hour of
25 wages at each Employee's effective hourly rate of pay, for each meal period that Defendants failed
26 to provide or deficiently provided.

27 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
28 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,

1 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
2 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
3 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
4 purposes of calculating sick pay. Therefore, during times when Plaintiff and Employees worked
5 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
6 nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a lower overtime rate than
7 required.

8 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
9 present, Defendants paid Plaintiff and Employees shift differentials, nondiscretionary commissions,
10 incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants
11 failed to incorporate all remunerations, including shift differentials, nondiscretionary commissions,
12 incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for
13 purposes of calculating vacation pay. Therefore, during times when Plaintiff and Employees worked
14 overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or
15 nondiscretionary bonuses, Defendants failed to pay all vacation pay by paying a lower overtime rate
16 than required.

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

23 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
24 continuing to the present, Defendants have consistently failed to provide Employees with timely,
25 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
26 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
27 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
28 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of

1 compensation of their Employees. Moreover, the wage statements given to Employees by
2 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
3 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
4 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
5 and required Employees to engage in discovery and refer to outside sources to verify whether their
6 pay was correct and potentially resulting in a miscalculation by the Employees.

7 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
8 continuing to the present, Defendants have consistently failed to provide Employees with timely,
9 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

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

13 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
15 performance of their job duties for Defendants including, but not limited to the purchase of the
16 purchase of the purchase of desk lights, magnifying glasses, little plates, magnets, and masks which
17 were necessary to perform their duties under Defendants' employ which was used throughout the
18 course of Employees' duties under Defendants' employ in violation of Labor Code § 2802.

19 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
20 to the present, Defendants have had a consistent policy of denying Employees the right to inspect
21 and receive all of their payroll records, timecards, and personnel records.

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

26 27. Further, the facilities where Defendants required Plaintiffs and the Employee Class
27 members to work were intolerably hot, and Plaintiffs and upon information and belief the Employee
28 Class members were concerned that they would suffer from heat-related injuries during their work

1 shifts. Defendants' management would not permit doors to be opened for security reasons, and
2 provided only a few fans which only circulated hot air. Employees were not provided with
3 sufficiently hygienic water or hydration choices, and were either limited in their ability to bring their
4 own water through security screening or were required to store it in a communal refrigerator to keep
5 it cold, where water or any other food items left were often taken by other employees. By failing to
6 maintain temperatures providing reasonable comfort levels consistent with industry-wide standards
7 for the nature and process of the work performed, Defendants violated paragraph 15 of the
8 applicable IWC Wage Orders, and are entitled to civil penalties as appropriate.

9 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
10 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246,
11 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698,
12 2699, *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

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

16 CLASS ALLEGATIONS

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

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

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

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

28 c. Subclass 3. Meal Period Subclass. All Class members who were subject to

Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

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

e. Subclass 5. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

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

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

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

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify

1 the class description with greater particularity or further division into subclasses or limitation to
2 particular issues.

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

6 **A. Numerosity**

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

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

14 **B. Commonality**

15 36. There are questions of law and fact common to the class that predominate over any
16 questions affecting only individual class members. These common questions of law and fact include:

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

Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

h. Whether Defendants violated Labor Code § 226(a);

i. Whether Defendants failed to keep accurate time and wage records;

j. Whether Defendants failed to reimburse Employees for necessary business expenses;

k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

m. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*; and

n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

C. Typicality

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

D. Adequacy of Representation

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

E. Superiority of Class Action

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

40. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

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

7 42. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Specifically, Plaintiff and Employees were required to wait in
10 line for time clocks to become available while off-the clock and to undergo temperature checks.
11 Additionally, Plaintiff and Employees were required to work during meal and rest breaks, generally
12 to resolve paper work issues. Further, Plaintiff and Employees were required to spend several
13 minutes donning and doffing personal protective equipment including masks and gloves before
14 clocking in or after clocking out. Moreover, Defendants did not pay Plaintiff and Employees at the
15 applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage
16 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of
17 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the
18 other members of the Class as to minimum wage pay.

19 43. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
20 The minimum wage for employees fixed by the commission is the
21 minimum wage to be paid to employees, and the payment of a less
22 wage than the minimum so fixed is unlawful.

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

25 45. The minimum wage provisions of California Labor Code are enforceable by private
26 civil action pursuant to California Labor Code § 1194(a) which states:

27 Notwithstanding any agreement to work for a lesser wage, any
28 employee receiving less than the legal minimum wage or the legal
overtime compensation applicable to the employee is entitled to

1 recover in a civil action the unpaid balance of the full amount of this
2 minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

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

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

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

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

16 **SECOND CAUSE OF ACTION**

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

18 **(Against All Defendants)**

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

21 50. By their conduct, as set forth herein, Defendants violated California Labor Code §
22 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
23 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
24 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
25 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
26 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
27 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
28 paying Employees wages for all hours worked including time off the clock when Plaintiff and

1 Employees were required to work during meal breaks. the uncompensated time included the time
2 Employees had to wait in line to clock in every day and to undergo temperature checks.
3 Additionally, Employees had to don and doff protective equipment including masks and gloves
4 before clocking in and after clocking out. Employees regularly worked over 8 hours on a given
5 day without receiving overtime compensation.

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

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

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

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

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

25 56. Defendants' failure to pay compensation in a timely fashion also constituted a
26 violation of California Labor Code § 204, which requires that all wages shall be paid semimonthly.
27 From four (4) years prior to the filing of this lawsuit to the present, in direct violation of that
28 provision of the California Labor Code, Defendants have failed to pay all wages and overtime

1 compensation earned by Employees. Each such failure to make a timely payment of compensation
2 to Employees constitutes a separate violation of California Labor Code § 204.

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

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

9 **THIRD CAUSE OF ACTION**

10 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

11 **(Against All Defendants)**

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

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

19 61. Defendants failed to provide Employees with meal periods as required under the
20 Labor Code. Employees were consistently required to work through their meal periods which they
21 were consistently denied. Employees were also required to take meal periods after working well
22 beyond the five (5) hour shifts. Furthermore, Employees were regularly required to work for more
23 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
24 period as required by law. Additionally, as detailed above, when Defendants did pay meal period
25 premiums, they did so at the normal regular rate of pay without factoring in all forms or
26 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

27 62. Moreover, Defendants failed to compensate Employees for each meal period not
28 provided or inadequately provided, as required under Labor Code § 226.7.

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

FOURTH CAUSE OF ACTION

REST-BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

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

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

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

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

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

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

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

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

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

72. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

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

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

74. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1).

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

1 rate, in violation of the law.

2 76. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code
3 § 245 *et seq.* and §§ 245 *et seq.* and 246.

4 **SEVENTH CAUSE OF ACTION**
5 **VIOLATION OF LABOR CODE § 226(a)**
6 **(Against All Defendants)**

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

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

16 79. Defendants failed to provide Employees with accurate itemized wage statements in
17 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
18 Defendants, failed to include the above requirements enumerated above. Employees' wage
19 statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed
20 to accurately set forth all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).
22 The wage statements provided to Employees were confusing and required Employees to engage in
23 discovery and refer to outside sources to verify whether their pay was correct and potentially
24 resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative
25 obligation to keep accurate records of the correct overtime wages based on proper regular rate
26 calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses earned, and the total amount of compensation of their Employees.
28 Additionally, the wage statements given to Employees by Defendants failed to accurately account

1 for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which
2 Defendants knew or reasonably should have known were owed to Employees, as alleged
3 hereinabove.

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

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

14 82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
15 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
16 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
17 pay period.

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

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

23 **AND 1174.5**

24 **(Against All Defendants)**

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

27 85. California Labor Code § 1174 requires that all employers shall keep accurate time
28 and wage records for all employees. California Labor Code § 1174.5 further requires that any

1 employee suffering injury due to a willful violation of the aforementioned obligations may seek
2 damages, including civil penalties, from the employer.

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

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

9 **NINTH CAUSE OF ACTION**
10 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
11 **IN VIOLATION OF LABOR CODE § 2802**
12 **(Against All Defendants)**

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

15 89. Under Labor Code § 2802(a) an employer must indemnify its employees for all
16 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
17 of his or her duties, or of his or her obedience to the directions of the employer.

18 90. Employees incurred necessary expenditures in the performance of their job duties for
19 Defendants, the purchase of desk lights, magnifying glasses, little plates, magnets, and masks which
20 were necessary to perform their duties under Defendants' employ. From four (4) years prior to the
21 original filing of this lawsuit and continuing to the present, Defendants consistently failed to
22 reimburse Employees for these necessarily incurred business expenses.

23 91. As a result of the unlawful acts of Defendants, Employees have been deprived of
24 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
25 plus interest and penalties thereon, attorneys' fees, and costs.

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

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

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

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

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

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

ELEVENTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.
(Against All Defendants)

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

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

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

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

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

10 102. Defendants have violated statutes and public policies. Through the conduct alleged
11 in this Complaint Defendants have acted contrary to these public policies, have violated specific
12 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
13 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff, and
14 all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
15 guaranteed to all employees under the law.

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

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

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

24 106. Unless restrained by this Court Defendants will continue to engage in such unlawful
25 conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such
26 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the
27 use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by
28 the Business & Professions Code, including but not limited to the disgorgement of such profits as

1 may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

2 **TWLFTH CAUSE OF ACTION**

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

4 **(Against All Defendants)**

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

7 108. Plaintiff and Employees are aggrieved employees as defined under Labor Code
8 §2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
9 alleged violators, Defendants.

10 109. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty
12 provisions, without limitation, based on the following California Labor Code sections: 201, 202,
13 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.4, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
14 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.*, and 2802.

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

17 111. Employees also seek any and all penalties and remedies set forth in Labor Code
18 § 558, which states:

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

26 (b) If upon inspection or investigation the Labor Commissioner
27 determines that a person had paid or caused to be paid a wage for
28 overtime work in violation of any provision of this chapter, or any
provision regulating hours and days of work of the Industrial
Welfare Commission, the Labor Commissioner may issue a citation.

1 The procedures for issuing, contesting, and enforcing judgments for
2 citations of civil penalties issued by the Labor Commissioner for
3 violation of this chapter shall be the same as those set out in Section
4 1197.1.

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

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

13 113. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
14 LWDA and Defendants postmarked on January 25, 2024. The LWDA has not provided notice of its
15 intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiff prays for the following relief:

- 18 1. For an order certifying this action as a class action;
- 19 2. For compensatory damages in the amount of the unpaid minimum wages for work
20 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
21 the filing of this action, as may be proven;
- 22 3. For liquidated damages in the amount equal to the unpaid minimum wage and
23 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 24 4. For compensatory damages in the amount of all unpaid wages, including overtime
25 and double-time pay, as may be proven;
- 26 5. For compensatory damages in the amount of the hourly wage made by Employees
27 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
28 years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees

1 for each day requisite rest breaks were not provided or were deficiently provided where no
2 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
3 be proven;

4 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

5 8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
6 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

7 9. For penalties pursuant to Labor Code § 1174.5, as may be proven;

8 10. For penalties pursuant to Labor Code § 227.3, as may be proven;

9 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven

10 12. For restitution for unfair competition pursuant to Business & Professions Code
11 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

12 13. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

13 14. For compensatory damages in the amount of all previously unreimbursed business
14 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
15 from four (4) years prior to the original filing of this action, as may be proven;

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

19 16. For all general, special, and incidental damages as may be proven;

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

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

22 19. For an award of attorneys' fees; and

23 20. For such other and further relief as this Court may deem proper and just.

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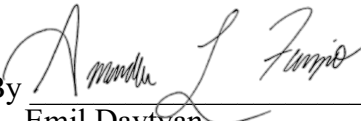
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1 DATED: April 2, 2024

D.LAW, INC.

2
3 By 
4 Emil Davtyan
5 David Yeremian
6 Roman Shkodnik
7 Amanda Fazio
8 Attorneys for Plaintiff
9 MARIA PRADO VALDEZ
10 and the putative class
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DATED: April 2, 2024

By  Amanda L Fazio
Emil Davtyan
David Yeremian
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiff
MARIA PRADO VALDEZ
and the putative class

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

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

[] (ONLY BY ELECTRONIC TRANSMISSION) I electronically served the foregoing document in PDF format. I caused a true copy of the foregoing document(s) listed above to be served by electronic email transmission at the time shown on each transmission, to each interested party at the email address(es) shown above. Each transmission was reported as complete and without error.

[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

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

Executed on April 2, 2024, at Glendale, California.

Natalia Bermudes
Natalia Bermudes