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individually, and on behalf of aggrieved employees
pursuant to the California Private Attorneys General
Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

STEVE ROBLES, individually, and on behalf of
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

AVERY PRODUCTS CORPORATION, a
Delaware Corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 30-2024-01390483-CU-OE-CXC

SECOND AMENDED COMPLAINT

- (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages)**
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)**
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations)**
- (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations)**
- (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)**
- (6) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations)**
- (7) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages)**
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)**
- (9) Violation of Cal. Business & Professions Code §§ 17200, *et seq.* (Unfair and Unlawful Business Practices)**
- (10) Violation of Cal. Labor Code §§ 2698, *et seq.* (California Labor Code**

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**Private Attorneys General Act of
2004)
DEMAND FOR JURY TRIAL**

1 Plaintiff STEVE ROBLES (“Plaintiff”), individually, and on behalf of other aggrieved
2 employees pursuant to the California Private Attorneys General Act (“PAGA”), alleges as follows
3 against Defendant AVERY PRODUCTS CORPORATION and DOES 1 through 25, inclusive
4 (collectively, “Defendants”):

5 **INTRODUCTION**

6 1. This is an individual wage and hour claim to recover damages as a result of Plaintiff’s
7 employment with Defendant.

8 2. This is an enforcement action under PAGA to recover civil penalties on behalf of
9 Plaintiff, the State of California, and all current and former hourly-paid and/or non-exempt employees
10 who worked for Defendants in the State of California at any time from one year prior to Plaintiff’s
11 submission of written notice of Defendants’ alleged violations of the California Labor Code to the
12 Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved
13 Employees”).

14 3. Plaintiff alleges that Defendants hired Plaintiff, and Aggrieved Employees but, among
15 other things, failed to properly pay them all wages owed for all time worked (including minimum
16 wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest
17 periods and associated premium wages to which they were entitled, failed to timely pay them all wages
18 due during their employment, failed to timely pay them all wages due upon termination of their
19 employment, failed to provide them with accurate itemized wage statements, failed to maintain
20 accurate payroll records, failed to pay them paid sick leave at the required regular rate of pay, and
21 failed to reimburse them for necessary business expenses.

22 4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
23 203, 204, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
24 applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff seeks
25 to recover all available remedies including but not limited to actual and liquidated damages, penalties,
26 and attorney’s fees and costs.

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1 **JURISDICTION AND VENUE**

2 5. This is a PAGA action brought pursuant to California Labor Code sections 2698, *et*
3 *seq.* and an individual wage and hour action brought under various California Labor Code sections

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

7 7. This Court has jurisdiction over this action pursuant to the California Constitution,
8 Article VI, section 10, which grants the superior court “original jurisdiction in all other causes” except
9 those given by statute to other courts. The statutes under which this action is brought do not specify
10 any other basis for jurisdiction.

11 8. This Court has jurisdiction over all Defendants because, upon information and belief,
12 Defendants are either citizens of California, have sufficient minimum contacts in California, and/or
13 otherwise intentionally avail themselves of the California market so as to render the exercise of
14 jurisdiction over them by the California courts consistent with traditional notions of fair play and
15 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
16 solely on California law.

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Orange. Many of the acts, events, and violations alleged herein relating to Plaintiff occurred
20 throughout the State of California, including in the County of Orange.

21 **THE PARTIES**

22 10. At all times herein mentioned, Plaintiff STEVE ROBLES is and was an individual
23 residing in Los Angeles County in the State of California.

24 11. At all times herein mentioned, Defendant AVERY PRODUCTS CORPORATION was
25 and is, an employer who does business in California, with locations throughout the State of California,
26 and whose employees are engaged throughout Orange County and the State of California, including
27 at 50 Pointe Drive, Brea, CA 92821.

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1 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
2 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint and
3 serve such fictitiously named Defendants once their names and capacities become known.

4 13. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions
5 alleged herein were performed by, or are attributable to defendant AVERY PRODUCTS
6 CORPORATION and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or
7 joint venturer of, or working in concert with, each of the other co-Defendants and within the course
8 and scope of such agency, employment, joint venture, or concerted activity with legal authority to act
9 on the others' behalf. The acts of Defendants represent and were in accordance with Defendants'
10 official policies.

11 14. At all relevant times, Defendants were the employers of Plaintiff within the meaning
12 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
13 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
14 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

15 15. Defendants had the authority to hire and terminate Plaintiff and the other Aggrieved
16 Employees, to set work rules and conditions governing Plaintiff and the other Aggrieved Employees'
17 employment, and to supervise their daily employment activities.

18 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
19 and the other Aggrieved Employees' employment for them to be joint employers of Plaintiff and the
20 other Aggrieved Employees.

21 17. Defendants directly hired and paid wages to Plaintiff and the other Aggrieved
22 Employees.

23 18. Defendants continue to employ hourly paid and/or non-exempt employees within the
24 State of California.

25 19. At all relevant times, Defendants, and each of them, ratified each act or omission
26 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts
27 and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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20. Plaintiff is informed and believes, and thereon alleges, that each Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

21. Plaintiff worked for Defendants from approximately October 2022 through approximately May 2023 as a Client Service Employee. Defendants jointly and severally employed Plaintiff at their location in Brea, California. Plaintiff performed various duties for Defendants including, among other things, assisting customers with software and website issues through phone calls.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff, and the Aggrieved Employees to work off-the-clock without compensation, failing to properly pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to provide accurate wage statements, failing to pay paid sick leave at the required regular rate of pay, failing to reimburse necessary business-related expenses, and failing to adhere to other related protections afforded by the California Labor Code and the applicable IWC Wage Order.

23. Defendants knew or should have known that they had a duty to compensate Plaintiff, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

PAGA ALLEGATIONS

24. PAGA is and was applicable to Defendants' employment of Plaintiff and the Aggrieved Employees.

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1 25. PAGA provides that any provision of law under the California Labor Code that
2 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
3 by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through
4 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
5 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

6 26. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
7 any person employed by the alleged violator and against whom one or more of the alleged violations
8 was committed.

9 27. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
10 as defined by California Labor Code section 2699(c) because they are current or former employees of
11 Defendants against whom one of more of the alleged violations were committed.

12 28. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
13 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
14 have been met:

15 a. The aggrieved employee shall give written notice by certified mail (hereinafter
16 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
17 California Labor Code alleged to have been violated, including the facts and theories
18 to support the alleged violations.

19 b. The LWDA shall provide notice (“LWDA Response”) to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the alleged
21 violation within sixty (60) calendar days of the postmark date of the Employee’s
22 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
23 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
24 Notice, the aggrieved employee may commence a civil action pursuant to California
25 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
26 which the employee may be entitled.

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1 29. On March 27, 2024, Plaintiff provided notice by electronic submission to the LWDA
2 and by certified mail to Defendants regarding the specific provisions of the California Labor Code
3 alleged to have been violated, including the facts and theories to support the alleged violations,
4 pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee's Notice**
5 **is attached hereto as Exhibit A.**

6 30. On September 4, 2025, Plaintiff provided an amended notice by electronic submission
7 to the LWDA and by certified mail to Defendants regarding the specific provisions of the California
8 Labor Code alleged to have been violated, including the facts and theories to support the alleged
9 violations, pursuant to California Labor Code section 2699.3. **A true and correct copy of the**
10 **Employee's Notice is attached hereto as Exhibit B.**

11 31. Plaintiff did not receive a LWDA Response within sixty-five (65) calendar days of
12 providing the Employee's Notice.

13 32. Therefore, the administrative prerequisites under California Labor Code section
14 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
15 *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 246, 510, 512(a), 1174(d),
16 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

17 **FIRST CAUSE OF ACTION**

18 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

19 **Failure to Pay Minimum Wage**

20 **(Against All Defendants)**

21 33. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

22 34. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
23 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
24 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
25 other Aggrieved Employees were frequently suffered or permitted to work "off-the-clock", such that
26 they were not paid minimum wage for all hours worked.

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1 35. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
2 and the other Aggrieved Employees for all hours they worked in violation of California Labor Code
3 sections 1194, 1197, and 1197.1.

4 36. Defendants knew or should have known that Plaintiff and the other Aggrieved
5 Employees were performing such work “off-the-clock” because, among other things, Defendants’
6 management witnessed, authorized, was made aware of, and/or required Plaintiff and Aggrieved
7 Employees to perform such work.

8 37. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
9 and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections
10 1194, 1197, and 1197.1.

11 **SECOND CAUSE OF ACTION**

12 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

13 **Unpaid Overtime**

14 **(Against All Defendants)**

15 38. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

16 39. California Labor Code section 1198 and the applicable IWC Wage Order provide that
17 it is unlawful to employ persons for extended periods of time without compensating them at a rate of
18 pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number
19 of hours worked by the person on a daily and/or weekly basis.

20 40. Specifically, the applicable IWC Wage Order provides that Defendants were required
21 to pay Plaintiff and the other Aggrieved Employees at the rate of time-and-one-half for all hours
22 worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess
23 of the first eight (8) hours worked on the seventh consecutive day in a workweek.

24 41. The applicable IWC Wage Order further provides that Defendants were required to pay
25 Plaintiff and the other Aggrieved Employees overtime compensation at a rate of two (2) times their
26 regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours
27 worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

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1 42. California Labor Code section 510 codifies the right to overtime compensation at one-
2 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, in
3 excess of forty (40) hours in a week, and/or in excess of the first eight (8) hours worked on the seventh
4 consecutive day in a workweek, and to overtime compensation at twice the regular hourly rate for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
6 seventh day of work.

7 43. Plaintiff and the other Aggrieved Employees regularly worked in excess of eight (8)
8 hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or
9 in excess of seven (7) consecutive days in a workweek. However, Defendants did not accurately record
10 Plaintiff and the other Aggrieved Employees' actual hours worked and intentionally and willfully
11 failed to pay all overtime wages owed to Plaintiff and the other Aggrieved Employees. Defendants'
12 failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-
13 clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the
14 payment of overtime wages under California Labor Code sections 510 and 1198 and/or the applicable
15 IWC Wage Order; (b) when Defendants intentionally, willfully, and/or negligently mischaracterized
16 overtime as straight time; (c) when Defendants assigned more work than could reasonably be
17 completed in a workday or workweek to Plaintiff and Aggrieved Employees, but refused to authorize
18 the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to
19 include all required wages and renumeration when calculating setting the overtime rate.

20 44. Defendants' failure to pay Plaintiff and the other Aggrieved Employees as outlined
21 above violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and
22 is therefore unlawful.

23 **THIRD CAUSE OF ACTION**

24 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)**

25 **Meal Break Violations**

26 **(Against All Defendants)**

27 45. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

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1 46. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order
2 govern Plaintiff and the other Aggrieved Employees' employment by Defendants.

3 47. California Labor Code section 226.7 provides that no employer shall require an
4 employee to work during any meal period mandated by an applicable IWC Order.

5 48. The applicable IWC Wage Order and California Labor Code section 512(a) provide
6 that an employer may not require, cause, or permit an employee to work for a period of more than five
7 (5) hours per day without providing the employee with an uninterrupted meal period of not less than
8 thirty (30) minutes, except that if the total work period per day of the employee is not more than six
9 (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

10 49. The applicable IWC Wage Order and California Labor Code section 512(a) further
11 provide that an employer may not require, cause, or permit an employee to work a work period of
12 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
13 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
14 hours, the second meal period may be waived by mutual consent of the employer and the employee
15 only if the first meal period was not waived.

16 50. Plaintiff and the other Aggrieved Employees who were scheduled to work for shifts no
17 longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual
18 consent, were required to work for periods longer than five (5) hours without an uninterrupted meal
19 period of not less than thirty (30) minutes.

20 51. Plaintiff and the other Aggrieved Employees who were scheduled to work for shifts in
21 excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-
22 mandated meal periods by mutual consent, were required to work for periods longer than ten (10)
23 hours without a second uninterrupted meal period of not less than thirty (30) minutes.

24 52. Defendants intentionally and willfully required Plaintiff and the other Aggrieved
25 Employees to work during meal periods and failed to compensate Plaintiff and the other Aggrieved
26 Employees for work performed during meal periods. This includes, among other things, requiring
27 Plaintiff and Aggrieved Employees to work through their lunch breaks, permitting and/or requiring
28 Plaintiff and Aggrieved Employees to take late lunch breaks, permitting and/or requiring Plaintiff

1 and Aggrieved Employees to take short lunch breaks, interrupting and/or allowing others to interrupt
2 Plaintiff and Aggrieved Employees during their lunch breaks, failing to relieve Plaintiff and
3 Aggrieved Employees of all duties during their lunch breaks, and restricting Plaintiff and Aggrieved
4 Employees from leaving the premises during their lunch breaks.

5 53. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 Aggrieved Employees all meal period premiums due pursuant to California Labor Code section 226.7
7 and 512 and the applicable IWC Wage Order.

8 54. Defendants' conduct therefore violates the applicable IWC Wage Order and California
9 Labor Code sections 226.7 and 512(a).

10 **FOURTH CAUSE OF ACTION**

11 **VIOLATION OF CAL. LABOR CODE § 226.7**

12 **Rest Break Violations**

13 **(Against All Defendants)**

14 55. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

15 56. California Labor Code section 226.7 and the applicable IWC Wage Order govern
16 Plaintiff and the other Aggrieved Employees' employment by Defendants.

17 57. California Labor Code section 226.7 provides that no employer shall require an
18 employee to work during any rest period mandated by an applicable order of the California IWC.

19 58. The applicable IWC Wage Order provides that "[e]very employer shall authorize and
20 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
21 work period" and that the "rest period time shall be based on the total hours worked daily at the rate
22 of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily
23 work time is less than three and one-half (3½) hours."

24 59. Defendants routinely required Plaintiff and the other Aggrieved Employees to work
25 three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute
26 rest period per each four (4) hour period, or major fraction thereof, worked.

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60. Moreover, Defendants willfully required, suffered, and permitted Plaintiff and the other Aggrieved Employees to work during what should have been their rest periods. Defendants also failed to relieve Plaintiff and the other Aggrieved Employees of all duties for ten (10) minutes as required for compliant rest breaks.

61. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

62. Defendants had no policy or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other Aggrieved Employees the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Order.

63. Defendants' conduct therefore violates the applicable IWC Wage Order and California Labor Code section 226.7.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(Against All Defendants)

64. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

65. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and 26th day of the month during which the labor was performed.

66. California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

67. California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

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1 68. As a result of the violations set forth in detail above (failure to pay overtime, failure to
2 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
3 willfully failed to timely pay Plaintiff and the other Aggrieved Employees all wages due to them
4 within the period permissible under California Labor Code section 204.

5 69. Such conduct violates California Labor Code section 204.

6 **SIXTH CAUSE OF ACTION**

7 **VIOLATION OF CAL. LABOR CODE § 226(a)**

8 **Wage Statement Violations**

9 **(Against All Defendants)**

10 70. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

11 71. At all material times set forth herein, California Labor Code section 226(a) provides
12 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
13 including, but not limited to, the name and address of the legal entity that is the employer, total hours
14 worked, and all applicable hourly rates.

15 72. As a result of the violations set forth in detail above (failure to pay overtime, failure to
16 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
17 willfully failed to provide Plaintiff and the other Aggrieved Employees with complete and accurate
18 wage statements. The deficiencies include, among other things, the failure to state all hours worked,
19 the failure to state the actual gross wages earned, the failure to include meal and rest break premiums,
20 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
21 226(a).

22 73. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
23 and the other Aggrieved Employees have suffered injury and damage to their statutorily protected
24 rights.

25 74. Specifically, Plaintiff and the other Aggrieved Employees have been injured by
26 Defendants' intentional violation of California Labor Code section 226(a) because they were denied
27 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
28 statements under California Labor Code section 226(a). In addition, because Defendants failed to

1 provide the accurate number of total hours worked on wage statements, Plaintiff and the other
2 Aggrieved Employees have been prevented by Defendants from determining if all hours worked were
3 paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to
4 conduct discovery, reconstruct time records, and perform computations in order to analyze whether in
5 fact Plaintiff and the other Aggrieved Employees were paid correctly and the extent of the
6 underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had
7 to engage in these efforts and incur these costs had Defendants provided the accurate number of total
8 hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of
9 wages from Defendants.

10 75. Such conduct violates California Labor Code section 226.

11 **SEVENTH CAUSE OF ACTION**

12 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

13 **Untimely Final Wages**

14 **(Against All Defendants)**

15 76. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

16 77. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
17 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
18 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
19 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202
20 mandates that if an employee quits, his or her wages shall become due and payable not later than
21 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.

24 78. California Labor Code section 203 provides that if an employer willfully fails to pay,
25 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
26 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
27 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
28 continue for more than thirty (30) days.

79. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations and rest break violations), at the time that Plaintiff and the other Aggrieved Employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay them all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and all wages due to Plaintiff and Aggrieved Employees as they became due, as required per California Labor Code section 204.

80. Such conduct violates California Labor Code sections 201, 202, and 203.

EIGHTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(Against All Defendants)

81. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

82. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of the employee's job duties or in direct consequence of the employee's job duties or in direct consequence of the employee's obedience to the directions of the employer.

83. Plaintiff and the other Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to the usage of personal cell phones and wireless internet for necessary, work-related purposes

84. Defendants intentionally and willfully failed to reimburse Plaintiff and the other Aggrieved Employees for all necessary business-related expenses and costs. Such conduct violates California Labor Code section 2802.

NINTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants)

85. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

1 86. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged in this Complaint including but not
3 limited to Defendants' failure and refusal to pay overtime compensation, Defendants' failure and
4 refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods and/or
5 pay meal period premiums, Defendants' failure and refusal to provide required rest periods and/or pay
6 the required rest break premiums, Defendants' failure and refusal to timely pay wages at the correct
7 rate during employment, Defendants' failure and refusal to furnish accurate itemized wage statements,
8 Defendants' failure and refusal to reimburse business-related expenses and costs, and Defendants'
9 failure and refusal to timely pay wages upon termination constitutes unfair and unlawful business
10 practices under California Business and Professions Code sections 17200, *et seq.*

11 87. Defendants' violations of California wage and hour laws constitute unfair and unlawful
12 business practices because, among other things, they were done repeatedly over a significant period
13 of time, and in a systematic manner, to the detriment of Plaintiff.

14 88. Defendants have avoided payment of overtime wages, minimum wages, meal period
15 premiums, rest period premiums, timely wages at the correct rate of pay, and other benefits as required
16 by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
17 Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the
18 state authorities under the California Labor Code and other applicable regulations.

19 89. As a result of Defendants' unfair and unlawful business practices, Defendants have
20 reaped unfair and illegal profits during Plaintiff's tenure at the expense of Plaintiff and members of
21 the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff.

22 90. Defendants' unfair and unlawful business practices entitle Plaintiff to seek preliminary
23 and permanent injunctive relief, including but not limited to orders that Defendants account for,
24 disgorge, and restore to Plaintiff the wages and other compensation unlawfully withheld from them.
25 Plaintiff is entitled to restitution of all monies to be disgorged from Defendants in an amount according
26 to proof at the time of trial.

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1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.***

3 **California Private Attorneys General Act of 2004**

4 **(Against All Defendants)**

5 91. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 92. Plaintiff brings this action on a representative basis on behalf of other Aggrieved
8 Employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to
9 the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

10 93. PAGA expressly provides for a private right of action to recover civil penalties for
11 violations of the California Labor Code as follows: "*Notwithstanding any other provision of law, any*
12 *provision of this code that provides for a civil penalty to be assessed and collected by the Labor and*
13 *Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,*
14 *or employees, for a violation of this code, may, as an alternative, be recovered through a civil action*
15 *brought by an aggrieved employee on behalf of himself or herself and other current or former*
16 *employees pursuant to the procedures specified in Section 2699.3.*" Cal. Lab. Code § 2699(a).

17 94. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
18 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
19 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

20 95. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
21 as defined by California Labor Code section 2699(c) in that they are all current or former employees
22 of Defendants, and one or more of the alleged violations were committed against them.

23 96. Defendants' conduct, as alleged herein, violates numerous sections of the California
24 Labor Code, including, but not limited to, the following:

- 25 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
26 wages, as set forth more fully above;
- 27 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
28 minimum wages, as set forth more fully above;

- c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully above;
- d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully above;
- e. Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully above;
- f. Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully above;
- g. Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully above;
- h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully above;
- i. Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully above;
- j. Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees;
- k. Violation of California Labor Code section 246 for failure to pay paid sick leave at the required regular rate of pay to Plaintiff and Aggrieved Employees; and
- l. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses and costs, as set forth more fully above.

97. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 248.5, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

98. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

99. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated and other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff;

2. For general unpaid wages and such general and special damages as may be appropriate;

3. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff in the amount as may be established according to proof at trial;

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

5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

6. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Second Cause of Action

8. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff;

1 9. For general unpaid wages at overtime wage rates and such general and special
2 damages as may be appropriate;

3 10. For pre-judgment interest on any unpaid overtime compensation commencing from
4 the date such amounts were due;

5 11. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
6 Labor Code section 1194(a); and

7 12. For such other and further relief as the Court may deem just and proper.

8 **As to the Third Cause of Action**

9 13. That the Court declare, adjudge, and decree that Defendants violated California Labor
10 Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all
11 meal periods (including second meal periods) to Plaintiff;

12 14. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

15 17. For reasonable attorneys' fees and costs of suit incurred herein; and

16 18. For such other and further relief as the Court may deem just and proper.

17 **As to the Fourth Cause Action**

18 19. That the Court declare, adjudge, and decree that Defendants violated California Labor
19 Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods
20 to Plaintiff;

21 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

23 22. For pre-judgment interest on any unpaid wages from the date such amounts were due;
24 and

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

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1 **As to the Fifth Cause of Action**

2 24. That the Court declare, adjudge, and decree that Defendants violated California Labor
3 Code section 204 by willfully failing to pay all compensation owed at the time required by California
4 Labor Code section 204 to Plaintiff;

5 25. For statutory penalties pursuant to California Labor Code section 210; and

6 26. For such other and further relief as the Court deems just and proper.

7 **As to the Sixth Cause of Action**

8 27. That the Court declare, adjudge, and decree that Defendants violated the provisions of
9 California Labor Code section 226(a) as to Plaintiff and the other Aggrieved Employees, and willfully
10 failed to provide accurate itemized wage statements to them;

11 28. For actual, consequential, and incidental losses and damages, according to proof;

12 29. For statutory penalties pursuant to California Labor Code section 226(e);

13 30. For injunctive relief to ensure compliance with this section, pursuant to
14 California Labor Code section 226(h); and

15 31. For such other and further relief as the Court may deem just and proper.

16 **As to the Seventh Cause of Action**

17 32. That the Court declare, adjudge, and decree that Defendants violated California Labor
18 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
19 termination of the employment of Plaintiff and the other Aggrieved Employees no longer employed
20 by Defendants;

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

22 34. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
23 and the other Aggrieved Employees who have left Defendants' employ;

24 35. For pre-judgment interest on any unpaid compensation from the date due; and

25 36. For such other and further relief as the Court may deem just and proper.

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As to the Tenth Cause of Action

47. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 248.5, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

48. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and

49. For such other and further relief as the Court may deem proper.

Dated: October 9, 2025

BLACKSTONE LAW, APC



By:

Karen I. Gold, Esq.
Marissa A. Mayhood, Esq.
Alexandra Rose, Esq.

*Attorneys for Plaintiff STEVE ROBLES,
individually, and on behalf of aggrieved
employees pursuant to the California Private
Attorneys General Act*

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

Dated: October 9, 2025

BLACKSTONE LAW, APC



By:

Karen I. Gold, Esq.

Marissa A. Mayhood, Esq.

Alexandra Rose, Esq.

*Attorneys for Plaintiff STEVE ROBLES,
individually, and on behalf of aggrieved
employees pursuant to the California Private
Attorneys General Act*

EXHIBIT A



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Karen Gold, Esq.
kgold@blackstonepc.com

March 27, 2024

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Steve Robles v. Avery Products Corporation*

To Whom It May Concern:

This office represents Steve Robles (“Claimant”) with respect to their claims under the California Labor Code against Avery Products Corporation (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Steve Robles from approximately October 2020 to May 2023 as a non-exempt, hourly-paid employee. Steve Robles worked as a Client Service Employee for Employers and was based out of Employers’ facility located at 50 Pointe Drive, Brea, CA 92821.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”). Claimant is seeking penalties on behalf of his or herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant’s notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimant’s employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order (“IWC Wage Order”).

EXHIBIT B

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance

with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to

receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and

other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and wireless internet for necessary, work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Karen Gold
Karen Gold, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Avery Products Corporation
50 Pointe Drive
Brea, CA 92821

Avery Products Corporation
Agent for Service, 1505 Corporation
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive Suite 150N
Sacramento, CA 95833

EXHIBIT B

September 3, 2025

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Steve Robles v. Avery Products Corporation*

To Whom It May Concern:

On March 27, 2024, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Steve Robles ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to his claims under the California Labor Code against Avery Products Corporation (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers").

We write to inform you of this amended notice.

This letter is being sent simultaneously to Employers by certified mail.

Employers employed Steve Robles from approximately October 2020 to May 2023 as a non-exempt, hourly-paid employee. Steve Robles worked as a Client Service Employee for Employers and was based out of Employers' facility located at 50 Pointe Drive, Brea, CA 92821.

Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202,

203, 204, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order").

The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id.*

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented

Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PAY SICK PAY

California Labor Code section 246 entitles paid sick days for California employees.

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees. When Claimant and other Aggrieved Employees were paid sick leave, the regular rate for such paid sick leave was not correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay. Therefore, Employers violated California Labor Code section 246.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the usage of personal cell phones and wireless internet for necessary, work-related purposes.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION

California Labor Code sections 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203

and 1199; and attorneys' fees and costs.

10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends to pursue civil penalties on behalf of the LWDA against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimant, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for all Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW



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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 9, 2025, I served a copy of the following document(s):

• **SECOND AMENDED COMPLAINT**

on the interested parties as follows:

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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address lbautista@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 9, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista