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Attorneys for Plaintiff PEDRO LUCIANO,
 on behalf of himself and all others similarly situated

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

PEDRO LUCIANO, on behalf of
 himself and all others similarly
 situated,

Plaintiffs,

v.

GS OPERATING, LLC., a
 Delaware limited liability
 company; and Does 1 to 50,
 inclusive,

Defendants.

CLASS ACTION

Case No. 3:24-cv-05408-JD

**FIRST AMENDED CLASS ACTION
 (FRCP23) COMPLAINT FOR:**

- 1. FAILURE TO PAY ALL WAGES;**
- 2. FAILURE TO PAY ALL WAGES
 AT THE LEGAL OVERTIME PAY
 RATE;**
- 3. FAILURE TO PROVIDE ALL
 MEAL PERIODS;**
- 4. FAILURE TO PROVIDE
 LEGALLY-COMPLIANT REST
 PERIODS;**
- 5. FAILURE TO FULLY
 REIMBURSE WORK EXPENSES;**
- 6. DERIVATIVE FAILURE TO
 TIMELY FURNISH ACCURATE
 ITEMIZED WAGE
 STATEMENTS;**
- 7. INDEPENDENT FAILURE TO
 TIMELY FURNISH ACCURATE
 ITEMIZED WAGE
 STATEMENTS;**
- 8. VIOLATIONS OF LABOR CODE
 §§ 201-202;**
- 9. PENALTIES UNDER LABOR
 CODE § 2699; AND**
- 10. UNFAIR BUSINESS PRACTICES**

DEMAND FOR JURY TRIAL

Honorable James Donato
 Courtroom: 11

Action filed: June 28, 2024
 Trial date: None Set

1 Plaintiff Pedro Luciano, an individual on behalf of himself and all others
2 similarly situated (collectively referred to as “Plaintiffs”), hereby files this First
3 Amended Complaint against Defendant GS Operating, LLC, and Does 1 to 50
4 (collectively referred to as “Defendants”). Plaintiffs are informed and believe, and
5 on the basis of that information and belief, allege as follows:

6 **I.**

7 **INTRODUCTION**

8 1. Under Federal Rule of Civil Procedure (“FRCP”) Rule 23, Plaintiffs
9 institute this Class action and Private Attorney General action for actual damages,
10 liquidated damages, statutory penalties, restitution, attorneys’ fees and the costs of
11 this action against Defendants for multiple violations of the California Labor Code
12 (“Labor Code”), California Business and Professions Code (“B&PC”) §§ 17000, et
13 seq., the applicable Wage Order(s) issued by the California Industrial Welfare
14 Commission (the “IWC Wage Order(s)”) and related common law principles.

15 2. Plaintiffs’ action seeks monetary damages including full restitution
16 from Defendants as a result of Defendants’ unlawful, fraudulent, and/or unfair
17 business practices.

18 3. The acts complained of herein occurred, occur and will occur, at least
19 in part, within the time period from four years preceding the filing of the original
20 Complaint herein, plus additional time provided under Cal. Rules of Court,
21 Appendix I, Emergency Rule No. 9, up to and through the time of trial for this
22 matter (although this should not automatically be considered the statute of
23 limitations for any cause of action herein).

24 **RELEVANT JOB TITLES**

25 4. For introductory and general information only (and not to be
26 considered a proposed class definition), the relevant individuals in this action are
27 Defendants’ non-exempt employees who were subjected to Defendants’ policies and
28 practices as described herein. Any differences in job activities between the different

1 individuals in these positions were and are legally insignificant to the issues
2 presented by this action.

3 SUMMARY OF CLAIMS

4 5. With regard to Defendants' non-exempt employees, Defendants have:

- 5 a. Failed to pay straight time, minimum, and/or overtime wages for
6 all hours worked;
7 b. Failed to pay all overtime wages at the legal overtime pay rate;
8 c. Failed to provide all legally-required meal periods;
9 d. Failed to provide legally-compliant third rest periods;
10 e. Failed to reimburse for all work-related expenses;
11 f. Derivatively failed to timely furnish accurate itemized wage
12 statements;
13 g. Independently failed to timely furnish accurate itemized wage
14 statements;
15 h. Violated Labor Code §§ 201-202;
16 i. Incurred penalties under Labor Code §§ 2698, et seq.; and
17 j. Conducted unfair business practices.

18 **II.**

19 **PARTIES**

20 PLAINTIFF PEDRO LUCIANO

21 6. Plaintiff Pedro Luciano is an individual over the age of 18 and is now
22 and/or at all times mentioned in this Complaint was a citizen of the State of
23 California.

24 7. Plaintiff Pedro Luciano worked for Defendants as a Warehouse Leader
25 from approximately September 6, 2021, to August 21, 2023, in Livermore,
26 California, which is in Alameda County, California.

27 8. Plaintiff Pedro Luciano seeks recovery herein from Defendants
28 because with regard to Plaintiff Pedro Luciano, while acting for Defendants in his

capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to provide all legally-required meal periods;
- d. Failed to provide legally-compliant third rest periods;
- e. Failed to reimburse for all work-related expenses;
- f. Derivatively failed to timely furnish accurate itemized wage statements;
- g. Independently failed to timely furnish accurate itemized wage statements;
- h. Violated Labor Code §§ 201-202;
- i. Incurred penalties under Labor Code §§ 2698, et seq.; and
- j. Conducted unfair business practices.

DEFENDANT GS OPERATING, LLC.

9. Defendant GS Operating, LLC. is now and/or at all times mentioned in this Complaint was a Delaware limited liability company and the owner and operator of an industry, business and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

10. Does 1 to 50, inclusive, are now and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Does 1 to 50, inclusive and for that reason, Does 1 to 50 are sued under such fictitious names under California Code of Civil Procedure § 474.

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1 12. Plaintiffs will seek leave of court to amend this Complaint to allege
2 such names and capacities as soon as they are ascertained.

3 ALL DEFENDANTS

4 13. Defendants, and each of them, are now and/or at all times mentioned
5 in this Complaint were in some manner legally responsible for the events,
6 happenings, and circumstances alleged in this Complaint. Defendants, and each of
7 them, directly or indirectly, or through an agent or any other person, employed or
8 exercised control over the wages, hours, or working conditions of Plaintiffs.

9 14. Defendants, and each of them, proximately subjected Plaintiffs to the
10 unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
11 Complaint.

12 15. Defendants, and each of them, are now and/or at all times mentioned
13 in this Complaint were the agents, servants, and/or employees of some or all other
14 Defendants, and vice-versa, and in doing the things alleged in this Complaint,
15 Defendants are now and/or at all times mentioned in this Complaint were acting
16 within the course and scope of that agency, servitude, and/or employment.

17 16. Defendants, and each of them, are now and/or at all times mentioned
18 in this Complaint were members of and/or engaged in a joint venture, partnership,
19 and common enterprise, and were acting within the course and scope and in
20 pursuance of said joint venture, partnership, and common enterprise.

21 17. Defendants, and each of them, at all times mentioned in this
22 Complaint concurred and contributed to the various acts and omissions of each and
23 every one of the other Defendants in proximately causing the complaints, injuries,
24 and/or damages alleged in this Complaint.

25 18. Defendants, and each of them, at all times mentioned in this
26 Complaint approved of, condoned and/or otherwise ratified each and every one of
27 the acts and/or omissions alleged in this Complaint.

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19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

III.

JURISDICTION AND VENUE

20. The District Court has subject matter jurisdiction under 28 U.S.C. § 1332 because Defendants removed this matter to federal court on August 19, 2024, under 28 U.S.C. §§ 1441 and 1446, in that this is a civil action that purportedly satisfies the requirements of diversity jurisdiction, codified in part at 28 U.S.C. § 1332(a).

21. This District Court is in the judicial district and division embracing the place where the state court case was brought. Thus, this Court is the proper District Court to which this case should have been removed under 28 U.S.C. §§ 1441(a) and 1446(a).

IV.

CLASS ACTION ALLEGATIONS

22. FRCP 23(a) states: “One or more members of a class may sue or be sued as representative parties on behalf of all only if (1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of law or fact common to the class, (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class.”

23. Plaintiffs bring this suit as a class action under FRCP 23, on behalf of individuals who are entitled to the monies unlawfully withheld by Defendants.

24. The putative classes Plaintiffs will seek to certify are currently composed of and defined as follows:

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- a. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding the payment of straight time, minimum and/or overtime wages as specifically described herein (hereinafter, the "Wage Class");
- b. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding the calculation of overtime pay as specifically described herein (hereinafter, the "Overtime Rate Class");
- c. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding meal periods as specifically described herein (hereinafter, the "Meal Period Class");
- d. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding paid rest periods as specifically described herein (hereinafter, the "Rest Period Class");
- e. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants' policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the "Reimbursements Class");
- f. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period

1 who were derivatively subjected to Defendants’ policies and
2 practices regarding itemized wage statements as specifically
3 described herein (hereinafter, the “Derivative Wage Statement
4 Class”);

5 g. All California citizens employed by Defendants as non-exempt
6 employees (as defined, supra) during the appropriate time period
7 who were independently subjected to Defendants’ policies and
8 practices regarding itemized wage statements as specifically
9 described herein (hereinafter, the “Independent Wage Statement
10 Class”);

11 h. All formerly-employed California citizens employed by
12 Defendants as non-exempt employees (as defined, supra) during
13 the appropriate time period who were subjected to Defendants’
14 policies and practices regarding Labor Code § 203 and the
15 payment of final wages as specifically described herein
16 (hereinafter, the “LC 203 Class”); and

17 i. All California citizens employed by Defendants as non-exempt
18 employees during the appropriate time period regarding whom
19 Defendants have engaged in unlawful, unfair and/or fraudulent
20 business acts or practices prohibited by B&PC §§ 17200, et seq. as
21 specifically described herein (hereinafter, the “17200 Class”).

22 25. The Wage Class, Overtime Rate Class, Meal Period Class, Rest
23 Period Class, Reimbursements Class, Derivative Wage Statement Class,
24 Independent Wage Statement Class, LC 203 Class, and 17200 Class are herein
25 collectively referred to as the “Classes.”

26 26. Throughout discovery in this litigation, Plaintiffs may find it
27 appropriate and/or necessary to amend the definition of the Classes. Plaintiffs will
28 formally define and designate a class definition at such time when Plaintiffs seek to

1 certify the Classes alleged herein.

2 27. Numerosity (FRCP 23(a)(1)):

- 3 a. The potential quantity of members of the Classes as defined is so
4 numerous that joinder of all members is unfeasible and
5 impractical;
- 6 b. The disposition of the claims of the members of the Classes
7 through this class action will benefit both the parties and this
8 Court;
- 9 c. The quantity of members of the Classes is unknown to Plaintiffs at
10 this time; however, it is estimated that the membership of the
11 Classes numbers greater than 100 individuals; and
- 12 d. The quantity and identity of such membership is readily
13 ascertainable via inspection of Defendants' records.

14 28. Questions of Law or Fact Common To The Class (FRCP 23(a)(2)):

15 There are common questions of law and/or fact as to the members of the Classes
16 which predominate over questions affecting only individual members of the
17 Classes, including, without limitation:

- 18 a. Whether Defendants paid the legal and appropriate straight time
19 pay, minimum wage pay and/or overtime pay for all work hours to
20 the members of the Wage Class;
- 21 b. Whether Defendants paid all overtime wages owed to the members
22 of the Overtime Rate Class at the appropriate overtime pay rate;
- 23 c. Whether Defendants failed and continue to fail to provide legally-
24 required meal periods to the members of the Meal Period Class in
25 violation of the Labor Code and Section 11 of the IWC Wage
26 Orders;
- 27 d. Whether Defendants failed and continue to fail to provide legally-
28 compliant third rest periods to the members of the Rest Period

Class in violation of the Labor Code and Section 12 of the IWC Wage Orders;

- e. Whether Defendants failed to fully reimburse for all work-related expenses incurred by the members of the Reimbursements Class;
- f. Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Derivative Wage Statement Class;
- g. Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Independent Wage Statement Class;
- h. Whether Defendants are liable under Labor Code § 203 to the members of the LC 203 Class;
- i. Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code §§ 17200, et seq.;
- j. Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- k. Whether the members of the Classes are entitled to injunctive relief;
- l. Whether the members of the Classes are entitled to restitution; and
- m. Whether Defendants are liable for attorneys' fees and costs.

29. Well-defined Community of Interest: Plaintiffs also meet the established standards for class certification, as follows:

- a. Typicality (FRCP 23(a)(3)): The claims of Plaintiff Pedro Luciano are typical of the claims of all members of the Classes he seeks to represent because all members of the Classes sustained injuries and damages arising out of Defendants' common course of conduct in violation of law and the injuries and damages of all members of the Classes were caused by Defendants' wrongful conduct in violation

of law, as alleged herein.

b. Adequacy (FRCP 23(a)(4)): Plaintiff Pedro Luciano:

- i) is an adequate representative of the Classes he seeks to represent;
- ii) will fairly protect the interests of the members of the Classes;
- iii) he has no interests antagonistic to the members of the Classes; and
- iv) will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type.

30. Superiority (FRCP 23(b)): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein. Further, this action is maintainable as a class action because the prerequisites of FRCP 23(a) are satisfied as outlined above, and in addition:

- a. California has a public policy that encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes was required to file an individual lawsuit, the large corporate Defendants would

1 necessarily gain an unconscionable advantage because Defendants
2 would be able to exploit and overwhelm the limited resources of
3 each individual member of the Classes with Defendants' vastly
4 superior financial and legal resources;

5 e. Requiring each individual member of the Classes to pursue an
6 individual remedy would also discourage the assertion of lawful
7 claims by the members of the Classes who would be disinclined to
8 pursue an action against Defendants because of an appreciable and
9 justifiable fear of retaliation and permanent damage to their lives,
10 careers, and well-being;

11 f. Proof of a common business practice or factual pattern, of which
12 the members of the Classes experienced, is representative of the
13 Classes herein and will establish the right of each of the members
14 of the Classes to recover on the causes of action alleged herein;

15 g. Absent class treatment, the prosecution of separate actions by the
16 individual members of the Classes, even if possible, would likely
17 create:

- 18 i) a substantial risk of each individual plaintiff presenting in
19 separate, duplicative proceedings the same or essentially
20 similar arguments and evidence, including expert testimony;
21 ii) a multiplicity of trials conducted at enormous expense to both
22 the judicial system and the litigants;
23 iii) inconsistent or varying verdicts or adjudications with respect
24 to the individual members of the Classes against Defendants;
25 iv) potentially incompatible standards of conduct for Defendants;
26 and
27 v) potentially incompatible legal determinations with respect to
28 individual members of the Classes which would, as a practical

1 matter, be dispositive of the interest of the other members of
 2 the Classes who are not parties to the adjudications or which
 3 would substantially impair or impede the ability of the
 4 members of the Classes to protect their interests.

5 h. The claims of the individual members of the Classes are not
 6 sufficiently large to warrant vigorous individual prosecution
 7 considering all of the concomitant costs and expenses attendant
 8 thereto;

9 i. Courts seeking to preserve efficiency and other benefits of class
 10 actions routinely fashion methods to manage any individual
 11 questions; and

12 j. The Supreme Court of California urges trial courts, which have an
 13 obligation to consider the use of innovative procedural tools to
 14 certify a manageable class, to be procedurally innovative in
 15 managing class actions.

16 ii) Whether Defendants are liable for attorneys' fees and costs.

17 31. Whether each member of the Classes might be required to ultimately
 18 justify an individual claim does not preclude maintenance of a class action.

19 V.

20 CAUSES OF ACTION

21 FIRST CAUSE OF ACTION

22 FAILURE TO PAY ALL WAGES

23 (On Behalf of the Wage Class)

24 (Against All Defendants)

25 32. Plaintiffs incorporate by reference and reallege each and every one of
 26 the allegations contained in the preceding and foregoing paragraphs of this
 27 Complaint as if fully set forth herein.

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1 33. Labor Code § 204 establishes the fundamental right of all employees
2 in the State of California to be paid wages, including straight time and overtime, in
3 a timely fashion for their work.

4 34. Labor Code § 510(a) states in pertinent part, “Any work in excess of
5 eight hours in one workday and any work in excess of 40 hours in any one
6 workweek ... shall be compensated at the rate of no less than one and one-half
7 times the regular rate of pay for any employee.”

8 35. Labor Code § 1182.12 provides the statewide minimum wage in
9 California.

10 36. Labor Code § 1194(a) states, “Notwithstanding any agreement to
11 work for a lesser wage, any employee receiving less than the legal minimum wage
12 or the legal overtime compensation applicable to the employee is entitled to
13 recover in a civil action the unpaid balance of the full amount of this minimum
14 wage or overtime compensation, including interest thereon, reasonable attorney’s
15 fees, and costs of suit.”

16 37. Further, under Labor Code § 1197, payment of less than the minimum
17 wage fixed by the Labor Commission is unlawful.

18 38. Under Labor Code § 1198, it is unlawful to employ persons for longer
19 than the hours set by the Industrial Welfare Commission or under conditions
20 prohibited by the IWC Wage Order(s).

21 39. Under the IWC Wage Order(s), Defendants are required to pay the
22 members of the Wage Class for all hours worked, meaning the time during which
23 an employee is subject to the control of an employer, including all the time the
24 employee is suffered or permitted to work, whether or not required to do so.

25 40. Defendants, as a matter of established company policy and procedure,
26 at each and every one of the individual facilities owned and/or operated by
27 Defendants, consistently:

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- a. Administered a uniform company policy and practice as to the pay policies regarding the members of the Wage Class;
- b. Required the members of the Wage Class to spend time under Defendants' control for work-related tasks without compensation, including but not limited to lengthy COVID screenings while off the clock, waiting an inordinate period for their computers to boot up before being able to clock in, and using their personal mobile devices for work-related tasks while off the clock; and, as such,
- c. Defendants suffered, permitted, and/or required the members of the Wage Class to work without paying for all time they were under Defendants' control.

41. Because Defendants required the members of the Wage Class to remain under Defendants' control without paying therefor, this resulted in the members of the Wage Class earning less than the legal minimum wage in the State of California.

42. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code § 218, to recovery by Plaintiffs and the members of the Wage Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the appropriate rate.

43. Further, Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Wage Class as described herein is unlawful and creates entitlement, under Labor Code § 1194(a), to recovery by the members of the Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

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1 44. Under Labor Code § 1194.2(a) (which provides that in any action
2 under Labor Code § 1194, an employee shall be entitled to recover liquidated
3 damages), the members of the Wage Class seek recovery of liquidated damages in
4 an amount equal to the wages unlawfully unpaid and interest thereon.

5 45. That calculation of individual damages for the members of the Wage
6 Class may at some point be required does not foreclose the possibility of taking
7 common evidence on questions regarding their entitlement to overtime
8 compensation.

9 46. Under Labor Code §§ 218.6 and 1194(a) and Civil Code § 3287, the
10 members of the Wage Class seek recovery of pre-judgment interest on all amounts
11 recovered herein.

12 47. Under Labor Code §§ 218.5 and/or 1194, the members of the Wage
13 Class request that the Court award reasonable attorneys' fees and costs incurred by
14 them in this action.

15 **SECOND CAUSE OF ACTION**
16 **FAILURE TO PAY ALL OVERTIME**
17 **WAGES AT THE LEGAL OVERTIME PAY RATE**
18 **(On Behalf of the Overtime Rate Class)**
19 **(Against All Defendants)**

20 48. Plaintiffs incorporate by reference and reallege each and every one of
21 the allegations contained in the preceding and foregoing paragraphs of this
22 Complaint as if fully set forth herein.

23 49. Labor Code § 204 establishes the fundamental right of all employees
24 in the State of California to be paid wages, including straight time and overtime, in
25 a timely fashion for their work.

26 50. Labor Code § 510(a) states in pertinent part, "Any work in excess of
27 eight hours in one workday and any work in excess of 40 hours in any one
28 workweek ... shall be compensated at the rate of no less than one and one-half

1 times the regular rate of pay for any employee.”

2 51. The “regular rate of pay” includes “all [applicable] remuneration paid
3 to, or on behalf of the employee.” (29 U.S.C. § 207(3).) The California Industrial
4 Welfare Commission applies this standard for determining an employee’s regular
5 rate of pay for overtime calculation purposes.

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

12 53. Defendants, as a matter of established company policy and procedure,
13 at each and every one of the individual facilities owned and/or operated by
14 Defendants, consistently:

- 15 a. Administered a uniform company policy and practice regarding
16 the payment of wages, including overtime and bonuses, to the
17 members of the Overtime Rate Class;
- 18 b. Suffered and/or permitted Plaintiff and the members of the
19 Overtime Rate Class to work in excess of eight hours per workday
20 and/or in excess of 40 hours per workweek;
- 21 c. Paid the members of the Overtime Rate Class various additional
22 forms of non-discretionary remuneration, including but not limited
23 to bonuses, incentive pay, and/or gift cards; and yet,
- 24 d. Failed to pay Plaintiff and the members of the Overtime Rate Class
25 at the legal rate reflecting all applicable forms of remuneration,
26 including but not limited to gift cards and/or bonuses, as required
27 by law.

28 ///

54. Defendants' pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, under Labor Code §§ 218 and 1194(a), to recovery by the members of the Overtime Rate Class, in a civil action, for the unpaid balance of the full amount of the overtime premiums owing.

55. That calculation of individual damages for the members of the Overtime Rate Class may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation.

56. Under Labor Code §§ 218.6 and 1194(a), and Civil Code § 3287, the members of the Overtime Rate Class seek recovery of pre-judgment interest on all amounts recovered herein.

57. Under Labor Code §§ 218.5 and/or 1194, the members of the Overtime Rate Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ALL MEAL PERIODS

(On Behalf of the Meal Period Class)

(Against All Defendants)

58. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

59. Labor Code § 226.7(b) provides, "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health."

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1 60. Labor Code § 512 provides, “An employer may not employ an
2 employee for a work period of more than five hours per day without providing the
3 employee with a meal period of not less than 30 minutes, except that if the total
4 work period per day of the employee is no more than six hours, the meal period
5 may be waived by mutual consent of both the employer and employee. An
6 employer may not employ an employee for a work period of more than 10 hours
7 per day without providing the employee with a second meal period of not less than
8 30 minutes, except that if the total hours worked is no more than 12 hours, the
9 second meal period may be waived by mutual consent of the employer and the
10 employee only if the first meal period was not waived.”

11 61. Labor Code § 516 provides that the Industrial Welfare Commission
12 “may adopt or amend working condition orders with respect to break periods, meal
13 periods, and days of rest for any workers in California consistent with the health
14 and welfare of those workers.”

15 62. Section 11(C) of the IWC Wage Orders provides that “Unless the
16 employee is relieved of all duty during a 30 minute meal period, the meal period
17 shall be considered an “on duty” meal period and counted as time worked. An “on
18 duty” meal period shall be permitted only when the nature of the work prevents an
19 employee from being relieved of all duty and when by written agreement between
20 the parties an on-the-job paid meal period is agreed to. The written agreement shall
21 state that the employee may, in writing, revoke the agreement at any time.”

22 63. Section 11(D) of the IWC Wage Order(s) provides “If an employer
23 fails to provide an employee a meal period in accordance with the applicable
24 provisions of this order, the employer shall pay the employee one (1) hour of pay
25 at the employee’s regular rate of compensation for each workday that the meal
26 period is not provided.”

27 64. On one or more occasions, the members of the Meal Period Class
28 worked over five hours per shift and therefore were entitled to an uninterrupted

1 meal period of not less than 30 minutes prior to exceeding five hours of
2 employment.

3 65. Further, on one or more occasions, some members of the Meal Period
4 Class worked over 10 hours per shift and therefore were entitled to an
5 uninterrupted second meal period of not less than 30 minutes prior to exceeding 10
6 hours of employment.

7 66. The members of the Meal Period Class did not validly or legally
8 waive their meal periods, by mutual consent with Defendants or otherwise.

9 67. The members of the Meal Period Class did not enter into any written
10 agreement with Defendants agreeing to an on-the-job paid meal period.

11 68. As a matter of Defendants' established company policy, Defendants
12 failed to always comply with the meal period requirements established by Labor
13 Code §§ 226.7, 512, and 516 and Section 11 of the IWC Wage Order(s) by failing
14 to always provide the members of the Meal Period Class with a first and in some
15 cases a second legally compliant meal period.

16 69. Under Section 11(B) of the IWC Wage Order(s) and Labor Code §
17 226.7(c), which states "If an employer fails to provide an employee a meal or rest
18 or recovery period in accordance with a state law, including, but not limited to, an
19 applicable statute or applicable regulation, standard, or order of the Industrial
20 Welfare Commission, the Occupational Safety and Health Standards Board, or the
21 Division of Occupational Safety and Health, the employer shall pay the employee
22 one additional hour of pay at the employee's regular rate of compensation for each
23 workday that the meal or rest or recovery period is not provided," the members of
24 the Meal Period Class are entitled to damages in an amount equal to one additional
25 hour of pay at each employee's regular rate of compensation for each work day
26 that one or more meal periods were not provided to them, in a sum to be proven at
27 trial.

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70. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Meal Period Class seek recovery of pre-judgment interest on all amounts recovered herein.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ALL
LEGALLY-COMPLAINT THIRD REST PERIODS
(On Behalf of the Rest Period Class)
(Against All Defendants)

71. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

72. Labor Code § 226.7(b) provides, “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.”

73. Labor Code § 516 provides that the Industrial Welfare Commission “may adopt or amend working condition orders with respect to break periods, meal periods, and days of rest for any workers in California consistent with the health and welfare of those workers.”

74. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.”

1 75. Section 12(B) of the IWC Wage Order(s) states, “If an employer fails
2 to provide an employee a rest period in accordance with the applicable provisions
3 of this order, the employer shall pay the employee one (1) hour of pay at the
4 employee’s regular rate of compensation for each workday that the rest period is
5 not provided.”

6 76. The members of the Rest Period Class sometimes worked over four
7 hours per shift. Further, the members of the Rest Period Class sometimes worked
8 over six hours per shift and in some cases over 10 hours per shift.

9 77. The members of the Rest Period Class were entitled to a rest period of
10 not less than 10 minutes for every four hours of work or major fraction thereof.

11 78. As a matter of Defendants’ established company policy, Defendants
12 failed to always authorize and permit legally-compliant rest periods. Defendants
13 did not authorize and permit rest periods for shifts every four hours or major
14 fraction thereof.

15 79. Under Section 12 of the IWC Wage Order(s) and Labor Code §
16 226.7(b) which states “if an employer fails to provide an employee a meal or rest
17 period in accordance with an applicable order of the Industrial Welfare
18 Commission, the employer shall pay the employee one additional hour of pay at
19 the employee’s regular rate of compensation for each work day that the meal or
20 rest period is not provided,” the members of the Rest Period Class are entitled to
21 damages in an amount equal to one (1) additional hour of pay at each employee’s
22 regular rate of compensation for each work day that one or more rest periods were
23 not so provided.

24 80. Under Labor Code § 218.6 and Civil Code § 3287, the members of the
25 Rest Period Class seek recovery of pre-judgment interest on all amounts recovered
26 herein.

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FIFTH CAUSE OF ACTION
FAILURE TO FULLY REIMBURSE WORK EXPENSES
(On Behalf of the Reimbursements Class)
(Against All Defendants)

81. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

82. Under Labor Code § 2802(a), “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

83. Labor Code § 2804 states in pertinent part, “Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.”

84. As a matter of Defendants’ established company policy, Defendants required the members of the Reimbursements Class to personally incur necessary expenditures in direct consequence of the discharge of their duties, including but not limited to the use of personal mobile devices for work-related activities.

85. Defendants are legally required to reimburse the members of the Reimbursements Class for all necessary expenditures.

86. Defendants failed to fully and reasonably reimburse the members of the Reimbursements Class for all necessary expenditures, including but not limited to the aforementioned expenditures.

87. As a proximate result of the aforementioned violations of Labor Code § 2802(a), the members of the Reimbursements Class are entitled to recovery from Defendants of the unpaid balance for all necessary expenditures, including but not

1 limited to the aforementioned expenditures.

2 88. As a proximate result of the aforementioned violations of Labor Code
3 § 2802(a), the members of the Reimbursements Class have been damaged in an
4 amount according to proof at the time of trial.

5 89. Under Labor Code § 2802(b), the members of the Reimbursements
6 Class request that the Court award interest at the same rate as judgments in civil
7 actions, accruing from the date on which each member of the Reimbursements
8 Class incurred the necessary expenditure or loss.

9 90. Under Labor Code § 2802(c), the members of the Reimbursements
10 Class request that the Court award reasonable attorneys' fees and costs incurred by
11 them in this action.

12 **SIXTH CAUSE OF ACTION**

13 **DERIVATIVE FAILURE TO TIMELY**

14 **FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

15 **(On Behalf of the Derivative Wage Statement Class)**

16 91. Plaintiffs incorporate by reference and reallege each and every one of
17 the allegations contained in the preceding and foregoing paragraphs of this
18 Complaint as if fully set forth herein.

19 92. Labor Code § 226(a) states in pertinent part, "Every employer shall,
20 semimonthly or at the time of each payment of wages, furnish each of his or her
21 employees, either as a detachable part of the check, draft, or voucher paying the
22 employee's wages, or separately when wages are paid by personal check or cash,
23 an accurate itemized statement in writing showing (1) gross wages earned, (2) total
24 hours worked by the employee... (4) all deductions... (5) net wages earned, (6) the
25 inclusive dates of the period for which the employee is paid... (8) the name and
26 address of the legal entity that is the employer, and (9) all applicable hourly rates
27 in effect during each the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee...."

1 93. Further, the IWC Wage Orders § 7(A) states in pertinent part, “(A)
2 Every employer shall keep accurate information with respect to each employee
3 including the following: (3) Time records showing when the employee begins and
4 ends each work period. Meal periods, split shift intervals, and total daily hours
5 worked shall also be recorded...(5) Total hours worked in the payroll period and
6 applicable rates of pay....”

7 94. Therefore, under Labor Code § 226(a) and the IWC Wage Orders §
8 7(A), California employers are required to maintain accurate records pertaining to
9 the total hours worked for Defendants by the members of the Derivative Wage
10 Statement Class, including but not limited to, beginning and ending of each work
11 period, meal period and split shift interval, the total daily hours worked, and the
12 total hours worked per pay period and applicable rates of pay.

13 95. As a pattern and practice, in violation of Labor Code § 226(a) and the
14 IWC Wage Orders § 7(A), Defendants did not and still do not furnish each of the
15 members of the Derivative Wage Statement Class with an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the
17 employee, (3) all deductions, (4) net wages earned and/or (5) all applicable hourly
18 rates in effect during each respective pay period and the corresponding number of
19 hours worked at each hourly rate by each respective individual.

20 96. As set forth herein in prior causes of action, Defendants failed to pay
21 the members of the Derivative Wage Statement Class all wages due and owing.

22 97. As a derivative result of this failure to pay wages and as a pattern and
23 practice in violation of Labor Code § 226(a) and the IWC Wage Orders § 7(A),
24 Defendants knowingly and intentionally failed to furnish accurate wage statements
25 to the members of the Derivative Wage Statement Class, including, but not limited
26 to, failing to provide the beginning and ending of each work period, meal period
27 interval, total daily hours worked, total hours worked per pay period, and the
28 applicable rates of pay.

1 98. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify
2 that an employee suffers injury if the employer fails to provide accurate and
3 complete information as required by any one or more items listed in Labor Code §
4 226(a)(1)-(9) and the employee cannot promptly and easily ascertain requisite
5 information without reference to other documents or information.

6 99. Here, the members of Derivative Wage Statement Class suffered
7 injury because, due to Defendants' failure to pay all wages due and owing,
8 Defendants derivatively failed to provide accurate and complete information as
9 required by one or more items listed in Labor Code § 226(a)(1)-(9).

10 100. In addition, the members of the Derivative Wage Statement Class
11 have suffered injury as a result of Defendants' failure to maintain accurate records
12 for the members of the Derivative Wage Statement Class in that the members of
13 the Derivative Wage Statement Class were not timely provided written accurate
14 itemized statements showing all requisite information, including but not limited to
15 total hours worked by the employee, net wages earned and all applicable hourly
16 rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate, in violation of Labor Code § 226 and the IWC Wage
18 Orders § 7(A), such that the members of the Derivative Wage Statement Class
19 were misled by Defendants as to the correct information regarding various items,
20 including but not limited to total hours worked by the employee, net wages earned
21 and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate.

23 101. The actual injuries suffered by the members of the Derivative Wage
24 Statement Class as a result of Defendants' knowing and intentional failure to
25 provide accurate records for the members of the Derivative Wage Statement Class
26 include but are not limited to:

- 27 a. Confusion over whether they received all wages owed them by
28 Defendants;

- b. The difficulty and expense of attempting to reconstruct time and pay records;
- c. Being forced to engage in mathematical computations to analyze whether Defendants' wages in fact compensated for all hours worked;
- d. The inability to accurately calculate wage rates complicated by the fact that wage statement information required by Labor Code § 226 is missing;
- e. That such practice prevents the members of the Derivative Wage Statement Class from being able to effectively challenge information on their wage statements; and/or
- f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery required to collect and analyze the very information that California law requires.

102. Under Labor Code § 226(e), the members of the Derivative Wage Statement Class are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

103. Under Labor Code § 226(g), the currently-employed members of the Derivative Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

104. Under Labor Code §§ 226(e)/(g), the members of the Derivative Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

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SEVENTH CAUSE OF ACTION
INDEPENDENT FAILURE TO TIMELY
FURNISH ACCURATE ITEMIZED WAGE STATEMENTS
(On Behalf of the Independent Wage Statement Class)
(Against All Defendants)

105. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

106. Labor Code § 226(a) states in pertinent part, “Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (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, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period...”

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1 107. As a pattern and practice, in violation of Labor Code § 226(a),
2 Defendants did not and still do not furnish each of the members of the Independent
3 Wage Statement Class with an accurate itemized statement in writing showing total
4 hours worked by the employee and all applicable hourly rates in effect during the
5 pay period.

6 108. As of January 1, 2013, SB 1255 amended Labor Code § 226 to clarify
7 that an employee suffers injury if the employer fails to provide accurate and
8 complete information as required by any one or more items listed in Labor Code §
9 226(a)(1)-(9) and the employee cannot promptly and easily ascertain required
10 information without reference to other documents or information.

11 109. Here, the members of Independent Wage Statement Class suffered
12 injury because Defendants failed to provide accurate and complete information as
13 required by one or more items listed in Labor Code § 226(a)(1)-(9) and the
14 Independent Wage Statement Class members could not and cannot promptly and
15 easily ascertain required information without reference to other documents or
16 information.

17 110. In addition, the members of the Independent Wage Statement Class
18 have suffered injury as a result of Defendants' failure to provide accurate records
19 for the members of the Independent Wage Statement Class in that the members of
20 the Independent Wage Statement Class were not timely provided written accurate
21 itemized statements showing all required information, including but not limited to
22 the total hours worked by the employee and all applicable hourly rates in effect
23 during the pay period, in violation of Labor Code § 226, such that the members of
24 the Independent Wage Statement Class were misled by Defendants as to the
25 correct information regarding various items, including but not limited to the total
26 hours worked by the employee and all applicable hourly rates in effect during the
27 pay period.

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111. The actual injuries suffered by the members of the Independent Wage Statement Class as a result of Defendants' knowing and intentional failure to provide accurate records for the members of the Independent Wage Statement Class include but are not limited to:

- a. That such practice prevents the members of the Independent Wage Statement Class from being able to effectively challenge information on their wage statements; and/or
- b. The difficulty and expense of filing and maintaining this lawsuit and the discovery required to collect and analyze the very information that California law requires.

112. Under Labor Code § 226(e), the members of the Independent Wage Statement Class are entitled to \$50.00 per employee for the initial pay period in which a violation hereunder occurs and \$100.00 per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of \$4,000.00.

113. Under Labor Code § 226(g), the currently-employed members of the Independent Wage Statement Class are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226.

114. Under Labor Code §§ 226(e)/(g), the members of the Independent Wage Statement Class are also entitled to an award of costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE §§ 201-202
(On Behalf of the Derivative LC 203 Class)
(Against All Defendants)

115. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

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1 116. Labor Code § 203 provides that if an employer willfully fails to pay,
 2 without abatement or reduction, in accordance with Labor Code §§ 201 and 202,
 3 any wages of an employee who is discharged or who quits, the wages of the
 4 employee shall continue at the same rate, for up to 30 days from the due date
 5 thereof, until paid or until an action therefor is commenced.

6 117. The members of the LC 203 Class are no longer employed by
 7 Defendants as they were either discharged from or quit Defendants' employ.

8 118. Defendants had a consistent and uniform policy, practice, and
 9 procedure of willfully failing to pay the earned wages of Defendants' former
 10 employees, as set forth above, according to amendment or proof.

11 119. As set forth above, Defendants willfully failed to pay the members of
 12 the LC 203 Class their entire wages due and owing at the time of their termination
 13 or within seventy-two hours of their resignation and failed to pay those sums for up
 14 to 30 days thereafter.

15 120. Defendants' willful failure to pay wages to the members of the LC
 16 203 Class violates Labor Code § 203 because Defendants knew or should have
 17 known wages were due to the members of the LC 203 Class, as set forth above, but
 18 Defendants failed to pay them.

19 121. Thus, the members of the LC 203 Class are entitled to recovery under
 20 Labor Code § 203.

21 **NINTH CAUSE OF ACTION**
 22 **PENALTIES UNDER LABOR CODE § 2699**
 23 **(On Behalf of the Aggrieved Employees)**
 24 **(Against All Defendants)**

25 122. Plaintiffs incorporate by reference and reallege each and every one of
 26 the allegations contained in the preceding and foregoing paragraphs of this
 27 Complaint as if fully set forth herein.

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A. FAILURE TO PAY SICK PAY AT THE LEGAL PAY RATE

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

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

125. Labor Code § 246(l) states: “For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

126. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants, during the relevant time period:

a. Administered a uniform company policy and practice as to the pay policies regarding Plaintiff and all other similarly situated aggrieved employees; and

b. Failed to pay Plaintiff and all other similarly situated aggrieved employees for paid sick days in a manner that fully complies with Labor Code § 246(l).

1 127. Defendants' pattern, practice, and uniform administration of corporate
 2 policy regarding illegal employee compensation as described herein is unlawful
 3 and creates an entitlement, under Labor Code §§ 246, 248.5, and/or 2699, et seq.,
 4 to recovery by Plaintiff and all other similarly situated aggrieved employees, in a
 5 civil action, to the extent allowed by law.

6 **B. FAILURE TO MAINTAIN TEMPERATURE PROVIDING**
 7 **REASONABLE COMFORT**

8 128. Labor Code § 1198 requires an employer to comply with the standard
 9 conditions of labor for California employees as set forth by the IWC Wage Orders.

10 129. IWC Wage Orders § 15 states in pertinent part, "(A) The temperature
 11 maintained in each work area shall provide reasonable comfort consistent with
 12 industry-wide standards for nature of the process and the work performed. (B) If
 13 excessive heat or humidity is created by the work process, the employer shall take
 14 all feasible means to reduce excessive heat or humidity to a degree providing
 15 reasonable comfort. Where the nature of the employment requires a temperature of
 16 less than 60° F, a heated room shall be provided to which employees may retire for
 17 warmth and such room shall be maintained at not less than 68°. (C) A temperature
 18 of not less than 68° shall be maintained in the toilet rooms, resting rooms, and
 19 change rooms during hours of use. (D) Federal and State energy guidelines shall
 20 prevail over any conflicting provision of this section."

21 130. Defendants, as a matter of established company policy and procedure,
 22 at each and every one of the individual facilities owned and/or operated by
 23 Defendants, during the relevant time period:

- 24 a. Administered a uniform company policy and practice as to the
 25 temperature policies regarding Plaintiff and the other aggrieved
 26 employees; and
- 27 b. Subjected Plaintiff and the other aggrieved employees to excessive
 28 heat and/or humidity and/or excessive cold temperatures without

1 using all feasible means to provide reasonable comfort.

2 131. Defendants' pattern, practice and uniform administration of corporate
3 policy regarding failure to provide reasonably comfortable temperatures as
4 described herein is unlawful and creates an entitlement to recovery by Plaintiff and
5 all other similarly situated aggrieved employees, in a civil action, to the extent
6 allowed by law.

7 **C. PENALTIES ASSESSED**

8 132. Under Labor Code § 2699(a) (which provides that any provision of
9 the Labor Code that provides for a civil penalty to be assessed and collected by the
10 LWDA, or any of its departments, divisions, commissions, board agencies or
11 employees, such civil penalties may, as an alternative, be recovered through a civil
12 action brought by an aggrieved employee on behalf of himself or herself and other
13 current or former employees) and Labor Code § 2699(f) (which establishes a civil
14 penalty for violations of all Labor Code provisions except those for which a civil
15 penalty is specifically provided), the aggrieved employees seek recovery of all
16 applicable civil penalties, as follows:

- 17 a. As applicable, for civil penalties under Labor Code § 2699(f), for
18 all violations of the Labor Code except for those for which a civil
19 penalty is specifically provided, in the amount of \$100 for each
20 aggrieved employee per pay period for the initial violation; and
21 \$200 for each aggrieved employee per pay period for each
22 subsequent violation;
- 23 b. As applicable, civil penalties under Labor Code § 558 (in addition
24 to and entirely independent and apart from any other penalty
25 provided in the Labor Code), for violations of Labor Code §§ 500-
26 556, in the amount of \$50 for each underpaid aggrieved employee
27 for each pay period the aggrieved employee was underpaid, and
28 \$100 for each subsequent violation for each underpaid employee

- 1 for each pay period for which the employee was underpaid;
- 2 c. As applicable, for civil penalties under Labor Code § 1197.1 (in
- 3 addition to and entirely independent and apart from any other
- 4 penalty provided in the Labor Code), for violations of Labor Code
- 5 §§ 1194 and 1197, in the amount of \$100 for each underpaid
- 6 aggrieved employee for each pay period the aggrieved employee
- 7 was intentionally underpaid, and \$250 for each subsequent
- 8 violation for each underpaid aggrieved employees regardless of
- 9 whether the initial violation was intentionally committed;
- 10 d. As applicable, for civil penalties under Labor Code § 210 (in
- 11 addition to and entirely independent and apart from any other
- 12 penalty provided in the Labor Code), for each employee who
- 13 is/was not paid wages in accordance with Labor Code §§ 204 and
- 14 204b in the amount of a civil penalty of \$100 for each aggrieved
- 15 employee per pay period for each initial violation, and \$200 for
- 16 each aggrieved employee per pay period for each subsequent
- 17 violation;
- 18 e. As applicable, for civil penalties under Labor Code § 226.3 (in
- 19 addition to and entirely independent and apart from any other
- 20 penalty provided in the Labor Code), for each violation of Labor
- 21 Code § 226(a), in the amount of \$250 for each aggrieved employee
- 22 per pay period for each violation and \$1,000 for each aggrieved
- 23 employee per pay period for each subsequent violation;
- 24 f. As applicable, for civil penalties under Labor Code § 248.5(e) (in
- 25 addition to and entirely independent and apart from any other
- 26 penalty provided in the Labor Code), for each violation of Labor
- 27 Code § 246(l); and

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1 g. As applicable, for any and all additional civil penalties and sums as
2 provided by the Labor Code and/or other relevant statutes.

3 133. In addition, Plaintiff seeks and is entitled to 65% of all penalties
4 obtained under Labor Code § 2699 to be allocated to the LWDA, for education of
5 employers and employees about their rights and responsibilities under the Labor
6 Code, and 35% to Plaintiff and all other similarly situated aggrieved employees.

7 134. Further, Plaintiff is entitled to recover reasonable attorneys' fees and
8 costs under Labor Code §§ 2699(g)(1) and any other applicable statute.

9 135. Labor Code § 2699.3(a) states in pertinent part: "A civil action by an
10 aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a
11 violation of any provision listed in Section 2699.5 shall commence only after the
12 following requirements have been met: (1) (A) The aggrieved employee or
13 representative shall give written notice by online filing with the Labor and
14 Workforce Development Agency and by certified mail to the employer of the
15 specific provisions of this code alleged to have been violated, including the facts
16 and theories to support the alleged violation."

17 136. Labor Code § 2699.3(c)(1) states in pertinent part: "A civil action by
18 an aggrieved employee pursuant to subdivision (a) or (f) of Section 2699 alleging a
19 violation of any provision other than those listed in Section 2699.5 or Division 5
20 (commencing with Section 6300) shall commence only after the following
21 requirements have been met: (1) (A) The aggrieved employee or representative
22 shall give written notice by online filing with the Labor and Workforce
23 Development Agency and by certified mail to the employer of the specific
24 provisions of this code alleged to have been violated, including the facts and
25 theories to support the alleged violation."

26 137. Here, Plaintiffs' civil action alleges violations of provisions listed in
27 Labor Code § 2699.5 and violations of provisions other than those listed in Labor
28 Code § 2699.5. As such, Labor Code § 2699.3(a) and § 2699.3(c) apply to this

1 action.

2 138. On June 28, 2024, Plaintiffs complied with Labor Code § 2699.3(a)
3 and Labor Code § 2699.3(c) in that Plaintiffs gave written notice by online filing
4 with the LWDA and by certified mail to Defendants of the specific provisions of
5 the Labor Code alleged to have been violated, including the facts and theories to
6 support the alleged violations. Attached hereto as Exhibit 1 is Plaintiffs' LWDA
7 letter.

8 139. Labor Code § 2699.3(a) further states in pertinent part: "(2)(A) The
9 agency shall notify the employer and the aggrieved employee or representative by
10 certified mail that it does not intend to investigate the alleged violation within 60
11 calendar days of the postmark date of the notice received pursuant to paragraph
12 (1). Upon receipt of that notice or if no notice is provided within 65 calendar days
13 of the postmark date of the notice given pursuant to paragraph (1), the aggrieved
14 employee may commence a civil action pursuant to Section 2699."

15 140. As of September 1, 2024 (65 calendar days after Plaintiffs' June 28,
16 2024, LWDA letter was filed online), Plaintiffs had not received any notification
17 that the LWDA intended to investigate the alleged violations. As such, Plaintiffs
18 have complied with Labor Code § 2699.3(a) and are authorized to commence a
19 civil action that includes a cause of action under Labor Code § 2699.

20 141. Further, as of July 31, 2024 (33 calendar days after Plaintiffs' June 28,
21 2024, LWDA letter was mailed to Defendants via certified mail), Plaintiffs have
22 not received from Defendants written notice by certified mail that the alleged
23 violations have been cured, including a description of actions taken. As such,
24 Plaintiffs have complied with Labor Code § 2699.3(c) and are authorized to
25 commence a civil action that includes a cause of action under Labor Code § 2699.

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TENTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(On Behalf of the 17200 Class)
(Against All Defendants)

142. Plaintiffs incorporate by reference and reallege each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

143. Business & Professions Code § 17200 provides, in pertinent part, “unfair competition shall mean and include any unlawful, unfair or fraudulent business act.”

144. Business & Professions Code § 17205 provides that unless otherwise expressly provided, the remedies or penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

145. Business & Professions Code § 17204 provides that an action for any relief from unfair competition may be prosecuted by any person who has suffered injury in fact and has lost money or property as a result of such unfair competition.

146. Defendants have engaged in unlawful, unfair and fraudulent business acts or practices prohibited by Business & Professions Code § 17200, including those set forth in the preceding and foregoing paragraphs of the complaint, thereby depriving the members of the 17200 Class of the minimum working standards and conditions due to them under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

147. Defendants have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in the preceding paragraphs, specifically, by requiring employees to perform the labor services complained of herein without the requisite compensation.

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1 148. Defendants' use of such practices constitutes an unfair business
 2 practice and unfair competition and provides an unfair advantage over Defendants'
 3 competitors.

4 149. Plaintiffs have suffered injury in fact and have lost money or property
 5 as a result of such unfair competition.

6 150. Plaintiffs seek full restitution from Defendants, as necessary and
 7 according to proof, to restore any and all monies withheld, acquired, and/or
 8 converted by Defendants by means of the unfair practices complained of herein.

9 151. Further, if Defendants are not enjoined from the conduct set forth
 10 above, Defendants will continue to practice, employ, and utilize the employment
 11 practices outlined in the preceding paragraphs.

12 152. Therefore, Plaintiffs request that the Court issue a preliminary and
 13 permanent injunction prohibiting Defendants from engaging in the foregoing
 14 conduct.

15 153. Plaintiffs seek the appointment of a receiver, as necessary, to establish
 16 the total monetary relief sought from Defendants.

17 VI.

18 PRAYER FOR RELIEF

19 WHEREFORE, Plaintiffs pray:

- 20 a. That the Court issue an Order certifying the Classes herein, appointing all
 21 named Plaintiffs as representative of all others similarly situated, and
 22 appointing all law firms representing all named Plaintiffs as counsel for
 23 the members of the Classes;

24 As to the First Cause of Action for Failure to Pay All Wages:

- 25 b. For recovery of the unpaid balance of the full amount of the straight time
 26 compensation due and owing, according to proof;
 27 c. For liquidated damages as authorized by Labor Code § 1194.2(a);

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- 1 d. For recovery of the unpaid balance of the full amount of overtime
2 compensation due and owing, calculated at the appropriate rate and
3 according to proof;
- 4 e. For pre-judgment interest as allowed by Labor Code §§ 218.6 and
5 1194(a) and Civil Code § 3287;
- 6 f. For an award of reasonable attorneys' fees and costs under Labor Code
7 §§ 218.5 and/or 1194(a);

8 As to the Second Cause of Action for Failure to Pay All Overtime Wages at the
9 Legal Overtime Pay Rate:

- 10 g. For damages, as set forth in Labor Code § 1194(a) and the IWC Wage
11 Order(s) regarding wages due and owing, according to proof;
- 12 h. For pre-judgment interest as allowed by Labor Code §§ 218.6 and
13 1194(a), and Civil Code § 3287;
- 14 i. For an award of reasonable attorneys' fees and costs under Labor Code
15 §§ 218.5 and/or 1194(a);

16 As to the Third Cause of Action for Failure to Provide Meal Periods:

- 17 j. For one hour of pay at the regular rate of compensation for each member
18 of the Meal Period Class for each workday that a meal or rest period was
19 not provided;
- 20 k. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil
21 Code § 3287;

22 As to the Fourth Cause of Action for Failure to Provide All Legally Complaint
23 Third Rest Periods:

- 24 l. For one hour of pay at the regular rate of compensation for each member
25 of the Rest Period Class for each workday that a meal or rest period was
26 not provided;
- 27 m. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil
28 Code § 3287;

As to the Fifth Cause of Action for Unpaid Reimbursements for Work Expenses:

- n. For recovery of the unpaid balance for all necessary expenditures and losses incurred in direct consequence of the discharge of Defendants' duties;
- o. For interest thereon at the same rate as judgments in civil actions, accruing from the date on which each member of the Reimbursements Class incurred the necessary expenditure or loss, under Labor Code § 2802(b);
- p. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

As to the Sixth Cause of Action for Derivative Failure to Timely Furnish Accurate Itemized Wage Statements:

- q. For recovery as authorized by Labor Code § 226(e);
- r. For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

As to the Seventh Cause of Action for Independent Failure to Timely Furnish Accurate Itemized Wage Statements:

- s. For recovery as authorized by Labor Code § 226(e);
- t. For an award of costs and reasonable attorneys' fees under Labor Code §§ 226(e)/(g);

As to the Eighth Cause of Action for Violations of Labor Code §§ 201-202:

- u. For recovery as authorized by Labor Code § 203;

As to the Ninth Cause of Action for Penalties Under Labor Code § 2699:

- v. As applicable, for civil penalties under Labor Code § 2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

1 w. As applicable, for civil penalties under Labor Code § 558, in addition to
2 and entirely independent and apart from other penalties in the Labor
3 Code, as follows:

4 i) For any initial violation, fifty dollars (\$50) for each aggrieved
5 underpaid employee for each pay period for which the employee
6 was underpaid; and

7 ii) For each subsequent violation, one hundred dollars (\$100) for each
8 aggrieved underpaid employee for each pay period for which the
9 employee was underpaid;

10 x. As applicable, for civil penalties under Labor Code § 1197.1, in addition
11 to and entirely independent and apart from other penalties in the Labor
12 Code, as follows:

13 i) For any initial violation that is intentionally committed, \$100 for
14 each aggrieved underpaid employee for each pay period for which
15 the employee was underpaid; and

16 ii) For each subsequent violation, regardless of whether the initial
17 violation is intentionally committed, \$250 for each aggrieved
18 underpaid employee for each pay period for which the employee
19 was underpaid;

20 y. As applicable, for civil penalties under Labor Code § 210, in addition to
21 and entirely independent and apart from other penalties in the Labor
22 Code, in the amount of \$100 for each aggrieved employee per pay period
23 for each violation, and \$200 for each aggrieved employee per pay period
24 for each subsequent violation;

25 z. As applicable, for civil penalties under Labor Code § 226.3, in addition
26 to and entirely independent and apart from other penalties in the Labor
27 Code, in the amount of \$250 for each aggrieved employee per pay period
28 for each violation, and \$1,000 for each aggrieved employee per pay

- 1 period for each subsequent violation;
- 2 aa. As applicable, for civil penalties under Labor Code § 248.5(e) (in
- 3 addition to and entirely independent and apart from any other penalty
- 4 provided in the Labor Code), for each violation of Labor Code § 246(l),
- 5 in the amount of \$250;
- 6 bb. As applicable, for reasonable attorneys' fees and costs incurred under
- 7 Labor Code § 2699(g)(1) and any other applicable statute; and
- 8 cc. For such relief as this Court may deem just and proper;
- 9 As to the Tenth Cause of Action for Unfair Business Practices:
- 10 dd. For an accounting, under administration of Plaintiffs and/or the receiver
- 11 and subject to Court review, to determine the amount to be returned by
- 12 Defendants, and the amounts to be refunded to members of the Classes
- 13 who are owed monies by Defendants;
- 14 ee. For an Order requiring Defendants to identify each of the members of the
- 15 Classes by name, home address, home telephone number and, if
- 16 available, email address;
- 17 ff. For an Order requiring Defendants to make full restitution and payment
- 18 under California law;
- 19 gg. For an Order for a preliminary and/or permanent injunction prohibiting
- 20 Defendants from engaging in the acts complained of herein;
- 21 hh. For the creation of an administrative process wherein each injured
- 22 member of the Classes may submit a claim in order to receive his/her
- 23 money;
- 24 ii. For all other appropriate injunctive, declaratory and equitable relief;
- 25 jj. For interest to the extent permitted by law;
- 26 kk. For an award of attorneys' fees and costs incurred in the investigation,
- 27 filing and prosecution of this action under Code of Civil Procedure §
- 28 1021.5, Business & Professions Code §§ 17200, et seq., Labor Code §

1 1194 and/or any other applicable provision of law;

2 As to All Causes of Action:

3 ll. For such relief as this Court may deem just and proper, including
4 reasonable attorneys' fees and costs incurred.

5 **VII.**

6 **DEMAND FOR JURY TRIAL**

7 Plaintiffs hereby demand trial of their claims by jury to the extent authorized
8 by law.

9 Dated: May 13, 2025

DLAW, INC.

10 By: /s/ Taylor B. Keaster
11 Emil Davtyan, Esq.
12 Gregg Lander, Esq.
13 Vanessa M. Ruggles, Esq.
14 Taylor B. Keaster, Esq.
15 Attorneys for Plaintiffs
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EXHIBIT 1

June 28, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing feePAGA Administrator
California Labor and Workforce Development Agency
PAGAfilings@dir.ca.govRe: GS Operating, LLC (the “Employer”)**NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3**

To: PAGA Administrator, California Labor and Workforce Development Agency, and the Employer

From: Pedro Luciano (the “Employee”), who was subjected to the wage and hour practices set forth below

The Employee, by way of the above-named counsel, submits this Notice, under and in compliance with the requirements of California Labor Code § 2699.3(a)/(c), and alleges the facts and theories to support the alleged violations as follows:

During the applicable time period the Employer employed the Employee and all other similarly situated aggrieved employees as non-exempt employees and utilized consistent policies and procedures regarding the Employee and all such other aggrieved employees, as follows:

First, the Employee and other aggrieved employees spent time under the Employer’s control but were not paid therefor. For example, the Employer required the Employee and other aggrieved employees to conduct lengthy COVID screenings while off the clock, wait an inordinate period for their computers to boot up before being able to clock in, and use their personal mobile devices for work-related tasks while off the clock. In these circumstances, the Employer failed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. As such, the Employer violated Labor Code §§ 510, 1194, 1197, and/or 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer paid the Employee and other aggrieved employees certain forms of non-discretionary pay, including but not limited to bonuses, incentive pay, and/or gift cards. However, the Employer did not include all forms of remuneration in the overtime pay rate when the Employee and other aggrieved employees worked overtime. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shifts. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516



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and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

Fourth, the Employer failed to always authorize and permit the Employee and other aggrieved employees with paid rest breaks, as the Employee and other aggrieved employees did not always get their full ten-minute uninterrupted third rest breaks for the third four hour period worked or major fraction thereof, and as such, were not always authorized and permitted legally compliant rest breaks. The Employer did not pay a rest period penalty for these rest break violations. As such, the Employer violated Labor Code §§ 226.7 and 516 and the applicable Industrial Wage Order ¶ 12(A)/(B) and owes rest period wages and penalties under Labor Code §§ 2699(f) and/or 558.

Fifth, the Employee and other aggrieved employees incurred expenses while performing reasonable and necessary work-related duties, including but not limited to the use of their personal mobile devices. The Employer failed to reimburse for these work-related expenses. As such, the Employer violated Labor Code § 2802 by failing to reimburse the Employee and other aggrieved employees for all business expenses reasonably incurred in the course of their required work duties and owes penalties under Labor Code § 2699(f).

Sixth, regarding wage statements, under Labor Code § 226 and the applicable Industrial Wage Order, the Employer is required to include certain information on a paystub. Here, because of the Employer failed to pay all wages as set forth above, Employer issued wage statements that inaccurately reflected hours worked and/or wages earned by the Employee and other aggrieved employees, and the Employer has derivatively violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Seventh, regarding wage statements, and in addition to the derivative violations of Labor Code § 226 above, under Labor Code § 226(a) and the applicable Industrial Wage Order, the Employer is required to include certain information on an employee's wage statement. Here, the Employer issued improper wage statements to the Employee and other aggrieved employees because the Employer's wage statements did not always contain all requisite information, including but not limited to the total hours worked by the employee and all applicable hourly rates in effect during the pay period. As such, the Employer independently violated Labor Code § 226 and owes penalties under Labor Code §§ 2699(f) and/or 226.3.

Eighth, regarding waiting time penalties, because the Employer failed to pay all wages as set forth above, formerly-employed aggrieved employees are entitled to thirty days of wages at their regular rate of pay for the Employer's failure to pay all wages due upon separation of employment. The Employer's failure to timely pay final wages to formerly-employed aggrieved employees was willful in that the Employer adopted policies and/or practices that were incompatible with the Labor Code. Because the Employer failed to pay all wages as set forth above, the Employer derivatively violated Labor Code §§ 201-202 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Ninth, the Employer failed to always provide the Employee and other aggrieved employees with paid sick days paid at the regular rate of pay. The Employer paid the Employee and other aggrieved employees certain forms of non-discretionary pay, including but not limited to bonuses, commissions, and/or incentive pay. However, the Employer did not include all forms of remuneration in the sick pay rate in violation of Labor Code § 246(l) and owes penalties under Labor Code §§ 2699(a)/(f), 248.5, and/or 558.



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Tenth, and finally, the Employee and other aggrieved employees were subjected by the Employer to excessive heat and/or excessive cold temperatures throughout the year. Under the applicable IWC Wage Order section 15, an employer must provide temperatures “in each work area” that “provide reasonable comfort consistent with industry-wide standards for nature of the process and the work performed.” Here, the Employer failed to provide the Employee and other aggrieved employees with reasonable comfort by maintaining the indoor temperature within the range of industry standards by, inter alia, providing adequate air conditioning, heat, ventilation, etc. Therefore, the Employer violated Labor Code § 1198, and owes penalties under Labor Code § 2699(f).

Under Labor Code § 2699.3(a)(2)(A), please advise within 65 calendar days of the postmark date of this notice whether the LWDA intends to investigate these alleged violations.

Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

In addition, this letter clearly sets forth the Employee’s grievances and proposed remedies, under the Labor Code, PAGA, and otherwise, as set forth above. The Employee would like to engage in reasonable efforts to settle this dispute before filing a civil action against the Employer. The Employee gives the Employer the opportunity, prior to the expiration of the deadline for the LWDA to investigate, to meet the Employee’s demands and settle this dispute.

We understand that if we do not receive a response within 65 calendar days of the postmark and filing date of this notice that the LWDA intends to investigate these allegations and/or a notice from the Employer that the alleged violations are cured, and/or if the alleged violations are not cured, then the Employee may immediately thereafter commence a civil action against the Employer under Labor Code § 2699.

Thank you for your consideration.

Regards,

Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Brice C. Smallwood, Esq.
c/o GS Operating, LLC
FROST BROWN TODD, LLP
301 East Fourth St., Suite 3300
Cincinnati, OH 45202

GS Operating, LLC
9500 N. Royal Lane, Suite 130
Irving, TX 75063

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, am over the age of 18 years and not a party to this action. My business address is 1635 Pontius Avenue, Second Floor, Los Angeles, CA 90025-3361, which is located in Los Angeles County, where the service herein occurred.

On the date of execution hereof, I caused to be served the following attached document/s:

FIRST AMENDED COMPLAINT

on the interested parties in this action, addressed as follows:

Attorneys for Defendant GS Operating, LLC:

Jannine Kranz, Esq.
LITTLER MENDELSON, PC
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
Tel.: (310) 772-7214
Email: JKranz@littler.com

using the following service method:

X VIA ELECTRONIC MAIL: Service by electronic mail to parties who have already appeared in this post-January 1, 2019 proceeding was made pursuant to the procedures specified in California Code of Civil Procedure § 1010.6(b). The electronic mail was sent to electronic service address(es) that has/have been previously confirmed by email.

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

Executed on **May 13, 2025**, at Los Angeles, California.

/s/ Cindy Rivas
Cindy Rivas