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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOSE FELIX, PAULA BAXTER, and)
LYDIA BELTRAN-SAUCEDO,)
individuals, on behalf of themselves and)
the State of California and aggrieved)
employees as designated proxies)
pursuant to the Private Attorneys General)
Act (PAGA))

Plaintiffs,

vs.

ALLSTATE INSURANCE COMPANY,)
an Illinois corporation; SIGNATURE)
MOTOR CLUB OF CALIFORNIA,)
INC., a California corporation;)
ALLSTATE MOTOR CLUB, INC., a)
California corporation; and DOES 1)
through 50,)

Defendants.

Case No.: 37-2024-00029722-CU-OE-
CTL

Judge: Hon. Gregory W. Pollack
Dept.: C-71

**SECOND AMENDED
COMPLAINT VIA THE PAGA
FOR:**

- 1. Failure to pay
minimum/regular wages;**
- 2. Failure to Pay State Overtime;**
- 3. Failure to Pay Wages Timely;**
- 4. Failure to Comply with Meal
and Rest Break Laws;**
- 5. Failure to Provide Accurate
Wage Statements;**
- 6. Failure to Provide and
Maintain Records;**
- 7. Failure to Reimburse
Expenses;**
- 8. Sick Pay Violations; and**
- 9. Violations of Various
Miscellaneous Provisions of the
Labor Code via the PAGA.**

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7 Attorneys for Plaintiffs

8 Plaintiffs, on behalf of themselves and the State of California and acting for the
9 interests of other current and former employees (“Aggrieved Employees” or
10 “Plaintiffs”) as designated proxies, allege the following:

11 **NATURE OF THE ACTION**

12 1. Plaintiffs are suing in their individual capacities; they are also proceeding
13 herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor
14 Code §§ 2698, *et seq.*, seeking civil penalties on behalf of themselves, the State of
15 California, and all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14 Cal.
16 5th 1104 (2023).

17 **JURISDICTION AND VENUE**

18 2. Pursuant to Article VI, § 10 of the California Constitution, this Court has
19 subject matter jurisdiction in the Superior Court of California, County of San Diego,
20 State of California because Plaintiffs allege claims arising under California law.

21 3. This Court has jurisdiction over the Defendants because each is an
22 association, corporation, business entity, or individual that conducts substantial
23 business in the State of California.

24 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is
25 proper in the Superior Court of California for the County of San Diego because
26 Defendants are doing business in the County of San Diego, California and because
27 PAGA enforcement actions are not limited to the county in which Aggrieved
28 Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court*, 60
Cal. App. 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the

1 county in which he or she performed work).

2 **THE PARTIES**

3 5. Plaintiff JOSE FELIX is an individual and resident of California, County
4 of San Diego.

5 6. Plaintiff PAULA BAXTER is an individual and resident of California.

6 7. Plaintiff LYDIA BELTRAN-SAUCEDO is an individual and resident of
7 California.

8 8. Defendant ALLSTATE INSURANCE COMPANY is an Illinois
9 corporation doing business in California, County of San Diego.

10 9. Defendant SIGNATURE MOTOR CLUB OF CALIFORNIA, INC. is a
11 California corporation doing business in California, County of San Diego.

12 10. Defendant ALLSTATE MOTOR CLUB, INC. is a California corporation
13 doing business in California, County of San Diego.

14 11. The true names and capacities, whether individual, corporate, associate or
15 otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
16 Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names
17 pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave
18 to amend this Complaint to allege the true names and capacities of DOES 1 through 50
19 when their names are ascertained. Plaintiffs are informed and believe, and based
20 thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs
21 for the events and actions alleged herein.

22 12. Unless otherwise specified by name, the named Defendants and DOES 1
23 through 50 will be collectively referred to as "Defendants."

24 13. Plaintiffs are informed and believe, and based thereon allege, that each
25 of the named Defendants is part of an integrated enterprise and each Defendant was
26 acting as an agent, joint venturer, integrated enterprise, and/or alter ego for each of the
27 other Defendants and each was a co-conspirator with respect to the acts and the
28 wrongful conduct alleged herein so that each is responsible for the acts of the other

1 pursuant to the conspiracy and in proximate connection with the other Defendant(s).

2 14. Plaintiffs are informed and believe, and based thereon allege, that each
3 Defendant was acting partly within and partly without the scope and course of their
4 employment, and was acting with the knowledge, permission, consent, and ratification
5 of every other Defendant.

6 15. Plaintiffs are informed and believe, and based thereon allege that each of
7 the Defendants was an agent, managing general partner, managing member, owner, co-
8 owner, partner, employee, and/or representative of each of the Defendants and was at
9 all times material hereto, acting within the purpose and scope of such agency,
10 employment, contract and/or representation, and that each of them is jointly and
11 severally liable to Plaintiffs.

12 16. Plaintiffs are informed and believe, and based thereon allege that each of
13 the Defendants is liable to Plaintiffs under legal theories and doctrines including but
14 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter
15 ego, based in part, on the facts set forth below.

16 17. Plaintiffs are informed and believe, and based thereon allege, that each
17 of the named Defendants are part of an integrated enterprise and have acted or
18 currently act as the employer and/or joint employer of the Plaintiffs/Class Members
19 making each of them liable for the wage and hour violations alleged herein.

20 18. Plaintiffs are informed and believe, and therefore allege, that one, more
21 than one, or each of the named Defendants are liable to the Plaintiffs under legal
22 theories and doctrines including but not limited to (1) the common law joint employer
23 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named
24 Defendants worked as the central hub to an overall business operation by which the
25 interrelationship between these Defendants makes each Defendant liable for the wage
26 and hour violations alleged herein.

27 **GENERAL ALLEGATIONS**

28 19. Defendants are in the insurance business.

1 20. During all times relevant, Defendants hired and employed the named
2 Plaintiffs as a nonexempt worker.

3 21. The named Plaintiffs are “aggrieved employees” within the meaning of
4 the PAGA because Defendants employed Plaintiffs in California and Plaintiffs
5 experienced one or more of the alleged Labor Code violations committed against the
6 Plaintiffs, and therefore the named Plaintiffs are properly suited to act on behalf of the
7 state, and collect civil penalties for all violations committed against the Aggrieved
8 Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

9 22. California law provides that an aggrieved employee may file a
10 representative action under the PAGA against an employer for civil penalties in
11 connection with violations of the Labor Code and Wage Order.

12 23. On information and belief, current and former employees of Defendants
13 suffered from Defendants’ Labor Code violations.

14 **Minimum Wage/Regular Wage claims.**

15 24. During all times relevant, Plaintiffs are informed and believe and thereon
16 allege that pursuant to company policy and/or practice and/or direction, Defendants
17 paid Plaintiffs and Aggrieved Employees wages at less than the rate required under
18 state, federal, and local law.

19 25. Plaintiffs are informed and believe and thereon allege that Defendants, for
20 example, Defendants encouraged Aggrieved Employees to work off-the-clock to meet
21 deadlines and employer demands that could not be accomplished during normal
22 working hours, thus causing Aggrieved Employees to work off-the-clock depriving
23 Aggrieved Employees from compensation.

24 26. Plaintiffs and Aggrieved Employees were required to complete a certain
25 number of claims or inspections in their scheduled hours, and faced pressure from
26 Defendants to meet the number of claims within the allotted hours during their shifts,
27 which often caused the Adjusters and similar employees to work while off-the-clock
28 before the beginning of their paid time and after the end of their paid time for their shifts.

1 27. Failure to meet Defendants' claim requirements within scheduled
2 hours negatively impacts the performance metrics of Plaintiffs and Aggrieved
3 Employees, which can result in negative employment consequences up to and including
4 disciplinary action.

5 28. In some instances, Plaintiffs and Aggrieved Employees began their
6 workday before the start of their paid scheduled shifts to perform work activities
7 which include, among other tasks, handling claims and calling customers and repair
8 shops.

9 29. This time worked was unpaid.

10 30. Moreover, under Defendants' company-wide practice, Defendants
11 required Plaintiffs and Aggrieved Employees to use Defendants' online system to
12 submit claims and other documentation, and perform other claims activity, in real
13 time.

14 31. Therefore, Plaintiffs are also informed and believe and thereon allege that
15 Defendants knew or should have known that work was being performed without
16 compensation.

17 32. Plaintiffs and Aggrieved Employees continued to work after their shift
18 ended to complete tasks including, but not limited to, submitting paperwork and
19 claims, and taking escalated customer calls.

20 33. Plaintiffs are also informed and believe and thereon allege that these tasks
21 were completed while being logged into Defendants' online system and were tracked
22 in real time.

23 34. Plaintiffs and Aggrieved Employees were not compensated for this time
24 that Defendants required and/or permitted them to work.

25 35. Again, Plaintiffs are also informed and believe and thereon allege that
26 Defendants knew or should have known that the foregoing alleged work was being
27 performed without compensation.

28 36. Defendants also required Plaintiffs and Aggrieved Employees to work

1 off-the-clock to attend meetings, outside of their scheduled shifts and without pay.

2 37. In addition to claims and/or inspections quotas, Defendants utilized a
3 performance rating system that tracked volume, efficiency, and customer satisfaction in
4 answering customer phone calls.

5 38. As a result, Plaintiffs and Aggrieved Employees took customer calls before,
6 during, and after scheduled shifts and were required to be available during their unpaid
7 meal breaks as a means of keeping their performance metrics high.

8 39. This uncompensated work time deprived Plaintiffs and Aggrieved
9 Employees of substantial amounts of pay to which they had the right to receive under
10 California law, including overtime premium pay for hours worked greater than 8 in a
11 workday or 40 in a workweek.

12 40. Plaintiffs are also informed and believe and thereon allege that Defendants
13 used a timekeeping system whereby Defendants rounded down Aggrieved Employees'
14 worktime, resulting in lost wages in an amount to be determined at trial.

15 41. As a result of the foregoing, Defendants refused to pay Aggrieved
16 Employees for the above-described hours at their regular rate or minimum wage rate in
17 an amount to be determined at trial.

18 **Failure to Pay State Overtime.**

19 42. During all times relevant, Plaintiffs are informed and believe and thereon
20 allege that pursuant to company policy and/or practice and/or direction, Defendants
21 failed to pay Aggrieved Employees state overtime compensation and/or the correct
22 amount of overtime and sick pay compensation.

23 43. This claim is generally premised on the facts described above, but when
24 Aggrieved Employees also had the right to overtime compensation, Defendants failed
25 to pay Aggrieved Employees overtime in an amount to be proven at trial.

26 44. Further, Plaintiffs are informed and believe and thereon allege that
27 Defendants failed to pay Aggrieved Employees for the right amount of overtime and
28 sick pay due to Defendants' failure to include "incentive pay" (also called "2nd shift

1 pay” and/or “weekend pay”) in calculating Aggrieved Employees’ regular rate of pay
2 for overtime and/or sick pay purposes in an amount to be proven at trial.

3 45. This failure to account for all forms of remuneration in the regular rate of
4 pay constitutes a willful and knowing violation of California labor laws and further
5 supports Claimant’s entitlement to unpaid wages, liquidated damages, interest, and
6 attorneys’ fees and costs pursuant to Labor Code §§ 218.6, 1194, 1194.2, and § 49.1.1
7 of the California Division of Labor Standards and Enforcement Policies and
8 Interpretations Manual, “In California, as with the federal FLSA, overtime is computed
9 based on the regular rate of pay. The regular rate of pay includes many different kinds
10 of remuneration, for example: hourly earnings, salary, piecework earnings,
11 commissions, *certain bonuses*, and the value of meals and lodging.” Emphasis added;
12 *see also* 29 C.F.R. 778.209, *et seq.*; *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th
13 858 (2021).

14 46. Plaintiffs are informed and believes, and based thereon alleges that these
15 are only a few examples of many where Defendants failed to pay Aggrieved
16 Employees’ wages properly.

17 **Meal and Rest Break Claims.**

18 47. During all times relevant, Plaintiffs are informed and believe and thereon
19 allege that pursuant to company policy and/or practice and/or direction, Defendants
20 failed to authorize and/or permit Aggrieved Employees to take all their compliant off-
21 duty meal and rest breaks during the required timeframe as required by law and failed
22 to pay them premium pay, in an amount to be proven at trial.

23 48. Plaintiffs are informed and believe and thereon allege that when
24 Aggrieved Employees worked more than five and/or ten hours in a workday, they were
25 deprived their right to take lawful meal breaks and Defendants failed to pay them
26 premium pay for the missed or noncompliant meal breaks, in an amount to be proven
27 at trial.

28 49. By way of example, Plaintiffs are informed and believe and thereon allege

1 that Aggrieved Employees clocked out for meal breaks but would many times continue
2 working, thus unlawfully depriving them of an uninterrupted meal break.

3 50. As for rest breaks, because of Defendants' policy, practice, and work
4 demands, Defendants prevented Aggrieved Employees from taking all their
5 uninterrupted rest breaks to which they had the right to enjoy, in an amount to be
6 proven at trial, and Defendants failed to pay them premium pay as required under
7 California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257 (2016).

8 51. Further, as alleged above, during pay periods when Defendants did pay
9 break premium pay to Plaintiffs and Aggrieved Employees, Defendants failed to
10 include nondiscretionary remuneration into the regular rate of pay for premium pay
11 calculations, resulting in the underpayment of break premiums in an amount to be
12 proven at trial. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858 (2021).

13 52. The foregoing are just some examples of Defendants' unlawful denial of
14 breaks.

15 **Failure to Reimburse.**

16 53. During all times relevant, Plaintiffs are informed and believe and thereon
17 allege that pursuant to company policy and/or practice and/or direction, Defendants
18 required Aggrieved Employees to incur various work-related expenses which were
19 never reimbursed.

20 54. Plaintiffs are informed and believe and thereon allege the unreimbursed
21 purchases the named Plaintiffs and Aggrieved Employees were required to make to
22 perform their work include, but are not limited to cell phone, home internet, home
23 utilities, and cell phone data, among other expenditures. *See Cochran v. Schwan's*
24 *Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees
25 must use their personal cell phones for work-related calls, Labor Code section 2802
26 requires the employer to reimburse them. Whether the employees have cell phone
27 plans with unlimited minutes or limited minutes, the reimbursement owed is a
28 reasonable percentage of their cell phone bills.")

1 **Erroneous Wage Statements in Violation of Labor Code § 226.**

2 55. During all times relevant, and pursuant to company policy and/or practice
3 and/or direction and continuing to the present, and pursuant to company policy and/or
4 practice and/or direction, Plaintiffs are informed and believe and thereon allege that
5 Defendants issued confusing and inaccurate wage and earning statements to Aggrieved
6 Employees in violation of Labor Code § 226.

7 56. Plaintiffs allege Aggrieved Employees' paystubs were inaccurate because
8 Defendants failed to pay them all wages, as alleged above, supporting a derivative
9 claim under Labor Code § 226.

10 **Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256,**
11 **etc.**

12 57. During all times relevant and pursuant to the above-mentioned policies,
13 Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all
14 wages to which Aggrieved Employees had the right to receive under the law in a
15 timely manner.

16 58. As to the named Plaintiffs specifically, as alleged above Defendants failed
17 to timely pay Plaintiffs wages in violation of the Labor Code including but not limited
18 to §§ 201-203, and 204.

19 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

20 59. This is a PAGA enforcement action filed pursuant to Labor Code §§
21 2698, 2699 that generally consists of the following group:

22 **All persons Defendants employed in the State of California**
23 **from June 24, 2023 to the present.**

24 60. All members of the above group will be referred to as the "Aggrieved
25 Employees."

26 61. The "PAGA Period" means from **June 24, 2023** to the present, the
27 timeframe where the scope of statute allows Plaintiffs to recover penalties.

28 62. California law provides that an employee may file an action against an

1 employer to recover penalties for violations of the Labor Code and Wage Orders
2 provided the aggrieved employee files an action on behalf of him/her or herself/himself
3 and similarly-situated current and former employees.

4 63. At all material times, Defendants and DOES 1 through 50 were and/or are
5 Aggrieved Employees' employers or persons acting on behalf of Aggrieved
6 Employees' employer, within the meaning of California Labor Code § 558, who
7 violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor
8 Code or any provision regulating hours and days of work in any Order of the Industrial
9 Welfare Commission and, as such, are subject to penalties for each underpaid
10 employee as set for in Labor Code § 558.

11 64. As set forth in further detail below, because of the analysis and
12 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the
13 California Labor and Workforce Development Agency (LWDA) and to Defendants
14 informing Defendants of their claims and their intent to pursue litigation.

15 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

16 65. On or about **June 24, 2024**, Plaintiff FELIX began to exhaust his
17 administrative remedies by sending written notice to the LWDA (LWDA Case No.
18 LWDA-CM-1036069-24) and via certified mail to Defendants indicating Plaintiffs
19 are pursuing the claims alleged in this Complaint pursuant to the PAGA.

20 66. Similarly, on February 18, 2025, Plaintiffs began to exhaust their
21 administrative remedies by sending amended written notice to the LWDA (LWDA
22 Case No. LWDA-CM-1036069-24 and a new case under LWDA Case No. LWDA-
23 CM-1080680-25 for Plaintiffs BAXTER and BETRAN) and via certified mail to
24 Defendants indicating Plaintiffs are pursuing the claims alleged in this Complaint
25 pursuant to the PAGA.

26 67. Likewise, on February 25, 2025, Plaintiffs began to exhaust their
27 administrative remedies by sending amended written notice to the LWDA (LWDA
28 Case No. LWDA-CM-1036069-24 and LWDA Case No. LWDA-CM-1080680-25 for

1 Plaintiffs BAXTER and BETRAN) and via certified mail to Defendants indicating
2 Plaintiffs are pursuing the claims alleged in this Complaint pursuant to the PAGA.

3 68. The statutory waiting period for Plaintiffs expired from the date of
4 notices alleged above and the LWDA did not serve Plaintiffs with notice of intent to
5 assume jurisdiction over the applicable penalty claims and did not provide notice as
6 set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

7 69. Therefore, Plaintiffs have exhausted all applicable administrative
8 remedies thus permitting Plaintiffs the ability to seek the penalty claims sought in this
9 Complaint.

10 **FIRST CAUSE OF ACTION**

11 **Individual and Representative Claim for PAGA Penalties**

12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

13 **Failure to Pay Local/State Minimum/Regular/Prevailing Wages**

14 **in Violation of California Labor Code §§ 1194, 1197, 1197.1,**

15 **1771, 1774, 1776, 1811, and 1815, 1198, and the applicable Industrial Welfare**

16 **Commission (IWC) Wage Order via § 1198, and**

17 **where applicable the Local Min. Wage Ordinance**

18 (Against all Defendants)

19 70. Plaintiffs reallege and incorporate by reference the foregoing allegations,
20 as though set forth herein.

21 71. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
22 1815, and 1198, it is unlawful for a California employer to suffer or permit an
23 employee to work without paying wages for all hours worked, as required by the
24 applicable IWC Wage Order and, where applicable on public works projects,
25 prevailing wage laws.

26 72. During all times relevant, Defendants were required to pay Plaintiffs and
27 other Aggrieved Employees their respective hourly rate for all hours worked and/or
28 minimum wages and/or prevailing wages per state law or applicable local law.

1 73. During all times relevant, at least one of the IWC Wage Orders applied
2 to Plaintiffs' employment with Defendants.

3 74. Pursuant to the applicable Wage Order, "hours worked" include the time
4 during which an employee is "suffered or permitted to work, whether or not required
5 to do so."

6 75. Under state and, where appropriate, local law, every employer must pay
7 each nonexempt employee minimum wages. (*See, e.g.*, Los Angeles County
8 Minimum Wage Ordinance; San Diego Minimum Wage Ordinance, etc.)

9 76. Plaintiffs seek to recover penalties pursuant to the PAGA from the
10 Defendants for any violations of the foregoing laws during the proposed PAGA
11 Period.

12 77. Labor Code § 1194 subdivision (a) permits an action to recover wages
13 because of the payment of a wage less than the minimum wage "applicable to the
14 employee" including attorneys' fees, costs, and interest.

15 78. At all material times, Defendants were and/or are Aggrieved Employees'
16 employers or persons acting on behalf of Aggrieved Employees' employer, within the
17 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to civil
18 penalties for each underpaid employee as set for in Labor Code § 558.

19 79. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
20 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
21 period for the initial violation and two hundred (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation in which Defendants violated
23 the minimum wage and/or regular wage provisions of the Labor Code, including but
24 not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
25 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is
26 all in an amount to be shown according to proof at trial.

27 80. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
28 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and

costs incurred herein all in an amount to be shown according to proof at trial.

SECOND CAUSE OF ACTION

Individual and Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Pay State Overtime and/or Double-Time Compensation

**in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, §§ 351-356,
1182.12, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, 1198, and the
Applicable IWC Wage Order**

(Against all Defendants)

81. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

82. California law requires an employer to pay each employee for the actual hours worked. *See* Cal. Labor Code §§ 200, 226.

83. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

84. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

85. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.

86. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage.

87. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than

1 twice the regular rate of pay for that employee.

2 88. At all material times, Defendants were and/or are Aggrieved Employees’
3 employers or persons acting on behalf of Aggrieved Employees’ employer, within the
4 meaning of California Labor Code §§ 558 and 558.1, and, as such, are subject to
5 penalties for each underpaid employee as set for in Labor Code § 558.

6 89. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
7 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
8 period for the initial violation and two hundred (\$200.00) for each aggrieved
9 employee per pay period for each subsequent violation in which Defendants violated
10 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
11 and 1194, the exact amount of the penalties sought is in an amount to be shown
12 according to proof at trial.

13 90. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from
14 Defendants, and each of them, penalties, attorneys’ fees, and costs incurred herein all
15 in an amount to be shown according to proof at trial.

16 **THIRD CAUSE OF ACTION**

17 **Individual and Representative Claim for PAGA Penalties**

18 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

19 **Failure to Timely Pay Earned Wages in Violation of California**

20 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

21 **218.5, 218.6, 256, 1198, and the applicable Wage Order**

22 (Against all Defendants)

23 91. Plaintiffs reallege and incorporate by reference the foregoing allegations
24 as though set forth herein.

25 92. Pursuant to Labor Code § 201, “If an employer discharges an employee,
26 the wages earned and unpaid at the time of discharge are due and payable
27 immediately.”

28 93. Pursuant to Labor Code § 201.3, temporary employment agencies must

1 pay temporary employees weekly.

2 94. Pursuant to Labor Code § 202, “If an employee not having a written
3 contract for a definite period quits his or her employment, his or her wages shall
4 become due and payable not later than 72 hours thereafter, unless the employee has
5 given 72 hours previous notice of his or her intention to quit, in which case the
6 employee is entitled to his or her wages at the time of quitting.”

7 95. Labor Code § 203 provides, in pertinent part: “If an employer willfully
8 fails to pay, without abatement or reduction, ... any wages of an employee who is
9 discharged or who quits, the wages of the employee shall continue as a penalty from
10 the due date thereof at the same rate until paid or until an action therefore is
11 commenced; but the wages shall not continue for more than 30 days. ...”

12 96. Pursuant to Labor Code § 204, “all wages ... earned by any person in
13 any employment are due and payable twice during each calendar month, on days
14 designated in advance by the employer as the regular paydays.”

15 97. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid
16 employee during any calendar week and prior to or on the regular payday shall be
17 paid for not later than the regular payday of the employer for such weekly-paid
18 employee falling during the following calendar week.”

19 98. Defendants did not properly pay Plaintiff and potentially other
20 Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204
21 and/or 204b and thereby Plaintiffs seek the remedies sought in this Complaint.

22 99. At all material times, Defendants and DOES 1 through 50 were and/or
23 are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved
24 Employees’ employer, within the meaning of California Labor Code § 558, and, as
25 such, are subject to penalties for each underpaid employee as set for in Labor Code §
26 558.

27 100. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of the foregoing Labor laws during the proposed PAGA

1 Period.

2 101. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
3 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
4 period for the initial violation and two hundred (\$200.00) for each aggrieved
5 employee per pay period for each subsequent violation in which Defendants violated
6 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

7 102. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs,
8 damages, and other remedies pursuant to the PAGA in an amount to be proven at trial
9 all in an amount to be shown according to proof at trial.

10 **FOURTH CAUSE OF ACTION**

11 **Individual and Representative Claim for PAGA Penalties**

12 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

13 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**
14 **Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order**

15 (Against all Defendants)

16 103. Plaintiffs reallege and incorporate by reference the foregoing allegations
17 as though set forth herein.

18 104. Plaintiffs seek to recover penalties pursuant to the PAGA from the
19 Defendants for any violations of Labor Code §§ 226.7, 512, and 1198 during the
20 proposed PAGA Period.

21 105. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation in which all culpable Defendants violated
25 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in
26 an amount to be shown according to proof at trial.

27 106. Wherefore, Plaintiffs request all remedies available to them and to the
28 Aggrieved Employees pursuant to the PAGA all in an amount to be shown according

1 to proof at trial.

2 **FIFTH CAUSE OF ACTION**

3 **Individual and Representative Claim for PAGA Penalties**

4 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

5 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**

6 **and the applicable IWC Wage Order**

7 (Against all Defendants)

8 107. Plaintiffs reallege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 108. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
11 pertinent part, that every employer shall, “semimonthly or at the time of each
12 payment of wages, shall furnish to his or her employees, either as a detachable part of
13 the check, draft, or voucher paying the employee's wages, or separately if wages are
14 paid by personal check or cash, an accurate itemized statement in writing showing (1)
15 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
16 piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written
18 orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of his or her social security
21 number..., (8) the name and address of the legal entity that is the employer. . . , and
22 (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee and, beginning July 1,
24 2013, if the employer is a temporary services employer as defined in Section 201.3,
25 the rate of pay and the total hours worked for each temporary services assignment. . .”
26 Labor Code § 226 subdivision (a).

27 109. Plaintiffs seek to recover penalties pursuant to the PAGA from the
28 Defendants for any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during

1 the proposed PAGA Period.

2 110. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
3 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
4 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
5 pay period for each subsequent violation in which all culpable Defendants violated
6 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
7 of the applicable penalty is all in an amount to be shown according to proof at trial.

8 111. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
9 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
10 costs incurred herein under §§ 226, 226.3, and 226.6 all in an amount to be shown
11 according to proof at trial.

12 **SIXTH CAUSE OF ACTION**

13 **Individual and Representative Claim for PAGA Penalties**

14 **For Failure to Maintain Required Records in Violation of California**

15 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

16 (Against All Defendants)

17 112. Plaintiffs reallege and incorporate by reference the foregoing allegations
18 as though set forth herein.

19 113. Section 7 of the typical Wage Order requires every employer to
20 maintain time and payroll records.

21 114. Plaintiffs seek to recover penalties pursuant to the PAGA from the
22 Defendants for any violations of Labor Code § 1174 for failing to maintain certain
23 records which employers are required to maintain, including but not limited to, an
24 accurate record indicating the number hours worked by the Plaintiffs.

25 115. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
26 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
27 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
28 pay period for each subsequent violation in which all culpable Defendants violated

1 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
2 of the applicable penalty is all in an amount to be shown according to proof at trial.

3 116. For the reasons alleged herein, Plaintiffs seek all available remedies
4 pursuant to the PAGA all in an amount to be shown according to proof at trial.

5 **SEVENTH CAUSE OF ACTION**

6 **Individual and Representative Claim for PAGA Penalties**

7 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

8 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**
9 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

10 (Against all Defendants)

11 117. Plaintiffs reallege and incorporate by reference the foregoing allegations
12 as though set forth herein.

13 118. California Labor Code § 2802 requires employers to indemnify their
14 employees for expenses and losses incurred while discharging their duties or
15 obedience to the directions of their employer.

16 119. California Labor Code § 2804 prohibits waiver of this statutory right.

17 120. Plaintiffs seek to recover penalties pursuant to the PAGA from the
18 Defendants for any violations of Labor Code § 2802 for failing to reimburse
19 employees for work-related expenses.

20 121. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
21 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
22 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
23 pay period for each subsequent violation in which all culpable Defendants violated
24 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
25 of the applicable penalty is all in an amount to be shown according to proof at trial.

26 122. For the reasons alleged herein, Plaintiffs seek all available remedies
27 pursuant to the PAGA all in an amount to be shown according to proof at trial.

1 **EIGHTH CAUSE OF ACTION**

2 **Individual and Representative Claim for Civil Penalties Under the PAGA for**
3 **Violations of Labor Code §§ 246 and 246(l) and**
4 **Municipal Paid Sick Leave Ordinances**

5 123. Plaintiffs reallege and incorporate by reference the foregoing allegations
6 as though set forth herein.

7 124. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law,
8 employers in California must provide employees with paid sick leave to be paid at a
9 specified rate of pay which must factor in additional earnings during a given pay
10 period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals*, 88 Cal.
11 App. 5th 742 (2023).

12 125. Plaintiffs are informed and believe and therefore allege that Defendants
13 did not pay sick leave to Aggrieved Employees in violation of California law.

14 126. Defendants have failed to (1) provide paid sick leave; (2) include
15 required information about paid sick leave in wage notices and/or wage statements,
16 including without limitation information on the amount of paid sick leave hours
17 accrued; (3) provide required information about paid sick leave to employees,
18 including without limitation at the time of hire; (4) at the time of hire, provide
19 employees with written notice of the employer's name, address, and telephone
20 number; (5) provide required information about paid sick leave in English, Spanish,
21 Chinese, and in all languages spoken by 5% or more of the employees; (6) post
22 required sick leave notices; (7) maintain payroll records; and/or (8) provide wage
23 statements, and therefore Defendants have violated one or more municipal sick leave
24 ordinances, including without limitation the sick leave ordinances of Berkeley,
25 Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa
26 Monica.

27 127. The PAGA imposes upon Defendants, and each of them, civil penalties
28 for violating Labor Code §§ 246 and 246(l).

1 128. Civil penalties under the PAGA are equitable in nature. *Nationwide*
2 *Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

3 129. At all material times, Defendants were and/or are Aggrieved Employees'
4 employers or persons acting on behalf of Aggrieved Employees' employer, within the
5 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
6 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
7 regulating hours and days of work in any Order of the Industrial Welfare Commission
8 and, as such, are subject to penalties for each underpaid employee as set for in Labor
9 Code § 558.

10 130. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil
11 penalties of one hundred dollars (\$100) per pay period, per aggrieved employee for
12 initial violations, and two hundred dollars (\$200) per pay period, per aggrieved
13 employee for subsequent violations for all Labor Code provisions for which a civil
14 penalty is not specifically provided.

15 131. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other
16 applicable statute, Plaintiffs are seeking civil penalties against Defendants in an
17 amount to be shown according to proof.

18 132. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to
19 recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an
20 amount to be shown according to proof.

21 133. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the
22 State of California and Aggrieved Employees seek to recover from Defendants, and
23 each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be
24 determined at trial.

1 **NINTH CAUSE OF ACTION**

2 **Individual and Representative Claim for PAGA Penalties**

3 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

4 **for Violations of California Labor Code subdivision (k) of Section 96, Sections**
5 **98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209,**
6 **and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227,**
7 **227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of**
8 **Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251, §§ 351-**
9 **356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435,**
10 **450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852,**
11 **921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153,**
12 **1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3,**
13 **Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298,**
14 **1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and**
15 **1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,**
16 **1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40,**
17 **1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections**
18 **2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections**
19 **3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

20 (Against all Defendants)

21 134. Plaintiffs reallege and incorporate by reference the foregoing allegations
22 as though set forth herein.

23 135. Plaintiffs have sent their written notice to the LWDA and Defendants of
24 the specific sections of the California Labor Code Defendants violated and continue
25 to violate.

26 136. Plaintiffs will file an amended complaint once they have exhausted their
27 administrative remedies and are entitled to pursue claims and remedies as authorized
28 by PAGA.

1 137. Pursuant to Labor Code § 2699, any provision of the Labor Code that
2 provides for a civil penalty to be assessed and collected by the LWDA or any of its
3 departments, divisions, commissions, boards, agencies or employees for violation of
4 the code may, as an alternative, be recovered through a civil action brought by an
5 aggrieved employee on behalf of himself or herself and other current or former
6 employees pursuant to the procedures specified in Labor Code § 2699.3.

7 138. Plaintiffs seek to recover penalties pursuant to the PAGA from the
8 Defendants for any violations of the foregoing Labor Codes.

9 139. Plaintiffs are “aggrieved employees” because Plaintiffs were employed
10 by the alleged violator and had one or more of the alleged violations committed
11 against Plaintiffs, and therefore are properly suited to represent the interests of other
12 current and former Represented Employees.

13 140. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
14 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 132a,
15 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and
16 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3,
17 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,
18 subdivision (c) of Section 232.5, Sections 233, 234, 245-251, 351-356, and 403,
19 subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511, 513,
20 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
21 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via
22 the applicable Wage Order, subdivision (b) of Section 1198.3, 1198.5, Sections
23 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,
24 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
25 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9,
26 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47,
27 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
28 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6,

1 6310, 6311, and 6399.7.

2 141. As to Labor Code §§ 96, 98.6, and 1102.5, *et seq.*, Plaintiff alleges that
3 Defendants discriminated and retaliated against the named Plaintiff because of her
4 repeated requests for bereavement and/or protected leave and Defendants' fear that
5 Plaintiff would report Defendants to governmental authorities if the Defendants did
6 not grant her leave requests.

7 142. Labor Code § 558 establishes a civil penalty as follows: Any employer
8 or other person acting on behalf of an employer who violates, or causes to be violated,
9 a section of this chapter or any provision regulating hours and days of work in any
10 order of the Industrial Welfare Commission (including the "Hours and Days of Work"
11 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial
12 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
13 which the employee was underpaid in addition to an amount sufficient to recover
14 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for
15 each underpaid employee for each pay period for which the employee was underpaid
16 in addition to an amount sufficient to recover underpaid wages; and (3) wages
17 recovered pursuant to this section shall be paid to the affected employee.

18 143. Plaintiffs seek penalties for Defendants' conduct as alleged herein as
19 permitted by law for every Labor Code provision currently on the books, all statutes
20 of which are incorporated herein by reference as though set forth in full.

21 144. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover
22 attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other
23 current and former Represented Employees as alleged herein all in an amount to be
24 shown according to proof at trial.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 27 1. That Defendants be found liable to the Plaintiffs;
28 2. For all remedies available to the Plaintiffs and Aggrieved Employees

1 under the applicable provisions of the Labor Code via the PAGA, i.e., Labor Code §
2 2698, *et seq.* including an award of attorneys' fees, costs, interest, liquidated
3 damages, damages, penalties and waiting time penalties according to proof to the
4 extent permitted by law;

5 3. For maximum civil penalties available under the Labor Code and
6 applicable Wage Order as described more particularly in this Complaint, including
7 but not limited to penalties pursuant to Labor Code § 558;

8 4. That Plaintiffs and Aggrieved Employees be awarded reasonable
9 attorneys' fees where available by law, including but not limited to pursuant to Labor
10 Code §§ 2698, *et seq.*, Code of Civil Procedure § 1021.5, and/or other applicable
11 laws; and

12 5. For any other relief the Court may deem just, proper, and equitable.

13 Dated: June 4, 2025

Law Office of Thomas D.
Rutledge

15 By: /s/Thomas D. Rutledge
16 Thomas D. Rutledge
17 Attorney for the Plaintiffs
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COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On June 4, 2025, I served the foregoing document(s) described as:

PLAINTIFFS' SECOND AMENDED COMPLAINT

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY E-MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed June 4, 2025, at San Diego, California.

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

/s/THOMAS D. RUTLEDGE
THOMAS D. RUTLEDGE

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