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**SUPERIOR COURT OF THE STATE OF CALIFORNIA,
COUNTY OF YUBA**

CELESTA LEWIS-MARTIN, an
individual, on her own behalf and on behalf
of all others similarly situated,

Plaintiffs,

vs.

RC&E BRENNER, INC. DBA H&R
BLOCK, an entity of unknown form; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: CVCV24-00924

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM
OVERTIME WAGES DUE (Cal. *Labor Code* §§ 510, 511, 1194, 1198; IWC Wage
Order No. 4);**
- 2. FAILURE TO PAY MINIMUM WAGES
(Cal. *Labor Code* §§ 1194, 1197, 1197.1,
1198, 119; IWC Wage Order No. 4);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. *Labor Code*
§§ 226.7, 512; IWC Wage Order No. 4)**
- 4. FAILURE TO PROVIDE REST PERIODS
(Cal. *Labor Code* § 226.7; IWC Wage
Order No. 4);**
- 5. FAILURE TO MAINTAIN RECORDS
AND PROVIDE ACCURATE ITEMIZED
WAGE STATEMENTS (Cal. *Labor Code*
§226; IWC Wage Order No. 4);**
- 6. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. *Labor Code* §§201-
203);**
- 7. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. *Labor*
Code §1198.5); and**
- 8. UNFAIR COMPETITION (Cal. *Bus. &*
Prof. Code §§17200 *et seq.***
- 9. DAMAGES PURSUANT TO PRIVATE
ATTORNEY GENERAL ACT (“PAGA”)**

1 All allegations in this First Amended Complaint are based upon information and belief
2 except for those allegations which pertain to the Plaintiff named herein and her counsel. Each
3 allegation has evidentiary support or is likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery.

5 Celesta Lewis-Martin (“Plaintiff”) alleges the following:

6 1. This is a class action brought under California law by an individual who was
7 employed by RC&E Brenner, Inc. dba H&R Block (“H&R Block” or “Defendant”) (along with
8 DOES 1 through 100, collectively “Defendants”). Plaintiff brings this action on behalf of herself
9 and others similarly situated to recover wages from Defendant due to Defendant’s systematic
10 failure to pay overtime wages, failure to pay minimum wages, failure to provide meal and rest
11 breaks (or pay the statutory compensation due), failure to issue accurate wage statements, failure
12 to pay wages due on termination, and failure to allow inspection of employment records.

13 2. Plaintiff has worked as an employee in Defendant’s tax preparation company in
14 Olivehurst, California. While working, Plaintiff and members of the Class have been forced to
15 endure stressful and illegal workplace conditions created by Defendant’s efforts to maximize
16 profits and tightly control labor costs.

17 3. Plaintiff, like her co-workers whom Defendant also employed during the
18 applicable limitations period, spent their workdays at Defendant’s tax preparation company as
19 Tax Specialists and other non-exempt employees under illegal and highly regimented
20 circumstances. That regimen results from Defendant’s insistence to strictly monitor and curtail
21 labor costs, which Defendant accomplishes by not paying for all labor costs, failing to pay
22 overtime, failing to pay minimum wages, refusing to provide meal periods, refusing to provide
23 rest breaks, not paying the required extra hour for missed meal and rest breaks and by using other
24 unlawful stratagems to ensure that labor costs remain artificially low.

25 4. Plaintiff brings this class action to recover, among other things, wages and
26 penalties from unpaid wages earned and due, including but not limited to premium overtime
27 wages, minimum wages, missed meal/rest break wages, wages due to discharged or quitting
28 employees, failure to provide accurate wage statements and interest, attorneys’ fees, costs.

5. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for herself and all members of the class, to compensate these workers for the unpaid wages and to protect current and future workers of Defendant from being subjected to similar wage theft and otherwise unlawful working conditions.

6. Plaintiff also brings an action seeking relief for Defendant's violations of California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and disgorgement of all compensation retained by Defendant as a result of their unlawful and unfair business practices, as well as injunctive relief.

7. Plaintiff now seeks to amend her Complaint to add a cause of action pursuant to PAGA under Labor Code §§ 2699 et seq.

JURISDICTION

8. This Court has jurisdiction over this First Amended Complaint under Code of Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions Code* §§ 17200 *et seq.* Plaintiff Celesta Lewis-Martin brings this First Amended Complaint on her own behalf and on behalf of all persons in the Class as defined in paragraph 17 below.

9. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and 395.5, because the claims made, and the *Labor Code* violations as against the persons identified herein, occurred in the County of Yuba and because Defendant H&R Block owned and operated their business in the County of Yuba.

THE PARTIES

PLAINTIFF

10. At all times relevant hereto, Plaintiff was:

- (a) An individual over age 18 and a resident of Yuba County, California;
- (b) Employed as an hourly employee for Defendant at the tax preparation company in Olivehurst, California;
- (c) Did not receive overtime compensation required by *Labor Code* §§510, 511, 1194 and 1198 and Wage Order No. 4;

- 1 (d) Did not receive minimum wages as required by *Labor Code* §§1194, 1197,
2 1197.1, 1198, 119 and Wage Order No. 4;
- 3 (e) Did not receive the meal periods required by *Labor Code* §266.7 and Wage
4 Order No. 4;
- 5 (f) Did not receive the rest periods required by *Labor Code* §266.7 and Wage
6 Order No. 4;
- 7 (g) Did not receive accurate wage statements as mandated by *Labor Code*
8 §226;
- 9 (h) Was not allowed to inspect her employment records as required by *Labor*
10 *Code* §1198.5; and
- 11 (i) When terminated from her employment, did not receive her final paycheck
12 as prescribed by *Labor Code* §201.

13 **DEFENDANT**

14 11. Plaintiff is informed and believes, and based on that information and belief,
15 alleges, Defendant H&R Block is, and at all times mentioned herein was:

- 16 (a) An entity of unknown form, with a principal place of business at 449 F.
17 Street, Suite A, Lincoln, California 95648. Defendant has been authorized
18 to do business and has been doing business in the County of Yuba;
- 19 (b) The former employer of Plaintiff and the current and former employer of
20 the putative Class members;
- 21 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 22 (d) Failed to pay Plaintiff and all putative Class members premium overtime
23 wages;
- 24 (e) Failed to provide Plaintiff and all putative Class members with meal and
25 rest periods;
- 26 (f) Failed to provide Plaintiff and all putative Class Members with accurate
27 itemized wage statements;
- 28

(g) Failed to issue final paychecks timely to Plaintiff and all putative Class Members; and

(h) Failed to allow Plaintiff to inspect her employment records. Each of these was a violation of the *Labor Code*.

12. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of Civil Procedure* § 474. Plaintiff will seek leave to amend her First Amended Complaint to allege the true names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

13. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or are authorized to do, or are otherwise doing, business in the State of California. Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business in the County of Yuba. Each of the Defendants DOES 1 through 100 was the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or representative of one or more of the other Defendants named herein, and acting with permission, authorization, and/or ratification and consent of the other Defendants.

14. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

15. Plaintiff is informed and believes, and based on that information and belief alleges, that Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of each of the other Defendants and that each Defendant was acting within the course and scope of his, hers or its authority as the agent, servant and/or employee of each of the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class, for the damages sustained as a proximate result of their conduct.

16. Plaintiff is informed and believes, and based on that information and belief alleges, that the Defendants named in this First Amended Complaint, including DOES 1 through 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among themselves and entered into a combination and systemized campaign of activity to *inter alia* damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all appearances, Defendants, and each of them, represented a unified body so that the actions of one Defendant were accomplished in concert with, and with the knowledge, ratification, authorization and approval of each of the other Defendants.

CLASS ALLEGATIONS

A. The Definition of the Class

17. The Class (“the Class”) is defined as follows:

18. Plaintiff reserves her right under Rule 3.765 of the California Rules of Court to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

(a) “All current and former employees who were hourly paid employees of Defendant in California at any time during the period commencing on the date that is four (4) years prior to the filing of this First Amended Complaint and continuing through the present date (the “Class Period”).”

(b) “All persons who were hourly paid employees of Defendant in California and left the employ of Defendant at any time during the period commencing on the date that is within one (1) year prior to the filing of this First Amended Complaint and continuing through the present date (the “Class Period”)”

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1 **B. Maintenance of the Action**

2 19. Plaintiff brings this action individually and on behalf of herself and as
3 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
4 17204 and *Code of Civil Procedure* § 382.

5 **C. The Class Requisite**

6 20. At all material times, Plaintiff was a member of the Class.

7 21. The Class action meets the statutory prerequisites for maintaining a class action
8 under Code of Civil Procedure § 382 in that:

9 (a) The persons who comprise the Class are so numerous that the joinder of all
10 those persons is impracticable and the disposition of their claims as a Class
11 will benefit the parties and the Court;

12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
13 that are raised in this First Amended Complaint are common to the Class and
14 will apply uniformly to every Class member;

15 (c) The claims of the representative Plaintiff are typical of the claims of each
16 Class member. Plaintiff, like all Class members, has sustained damages
17 arising from Defendants' violations of the laws of the State of California.
18 Plaintiff, and the Class members, were and are similarly or identically
19 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
20 pattern of misconduct engaged in by the Defendants;

21 (d) The representative Plaintiff has, and will continue to, fairly and adequately
22 represent and protect the interests of the Class and has retained counsel who
23 are competent and experienced in class action litigation. There are no
24 material conflicts between the claims of the representative Plaintiff and the
25 Class members that would make class certification inappropriate. Counsel
26 for the Class will vigorously assert the claims of all Class members.

27 22. The persons who comprise the Class are so numerous that joining all of them is
28 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.

1 23. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to
2 represent. Plaintiff will fairly and adequately protect the interests of the Class she seeks to
3 represent. Plaintiff does not have any interests that are antagonistic to the Class she seeks to
4 represent. Counsel for Plaintiff are experienced, qualified and generally able to conduct complex
5 class action litigation.

6 24. The Court should permit the action to be maintained as a class action under *Code*
7 *of Civil Procedure* § 382 because:

- 8 (a) The questions of law and fact common to the Class predominate over any
9 question affecting only individual members;
- 10 (b) A class action is superior to any other available method for fairly and
11 efficiently adjudicating the claims of the Class;
- 12 (c) The Class members are so numerous that it is impractical to bring all of
13 them before the Court;
- 14 (d) Plaintiff and other Class members will not be able to obtain effective and
15 economic legal redress unless the action is maintained as a class action;
- 16 (e) There is a community of interest in obtaining appropriate legal and
17 equitable relief for the statutory violations, and in obtaining adequate
18 compensation for the damages and injuries for which Defendant is
19 responsible in an amount sufficient to adequately compensate the Class;
- 20 (f) Without Class certification, the prosecution of separate actions by
21 individual Class members would create a risk of:
 - 22 i. Inconsistent or varying adjudications for individual Class members
23 that would establish incompatible standards of conduct for
24 Defendants;
 - 25 ii. Adjudication for individual Class members that would, dispose of
26 other non-party members' interests or that would substantially
27 impair or impede the non-parties' ability to protect their interests by
28 potentially exhausting the funds available from Defendants; and

(g) Defendant has acted or refused to act on grounds generally applicable to the Classes, making final injunctive relief appropriate for the Class, as a whole.

25. Plaintiff contemplates eventually issuing notice to the proposed Class Members that would set forth the subject and nature of the action. The Defendants' own business records may be utilized for assisting in preparing and issuing the contemplated notice. To the extent that any further notices may be required, Plaintiff would contemplate using additional media and/or mailing.

GENERAL ALLEGATIONS

26. At all times material hereto, Defendant H&R Block has been and is a tax preparation company.

27. Plaintiff and members of the Class were employed as Tax Specialists and other employees at H&R Block in California by Defendant at various times during the Class Period.

THE CONDUCT

28. Plaintiff seeks relief from Defendant's uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

29. Starting on or about January 4, 2022, and continuing through April 17, 2024, Defendant employed Plaintiff as a Tax Specialist at their company in Olivehurst, California. Plaintiff prepared taxes on behalf of Defendant's clients.

30. While employed by Defendant, Plaintiff was paid approximately \$17.00 per hour, plus a 20% commission.

FAILURE TO PAY OVERTIME WAGES

31. The employment by Defendant of the Class Members, and each of them, is governed by Industrial Welfare Commission Wage Order 4, which covers those persons employed in professional, technical, clerical and mechanical occupations.

32. At all times during the relevant time period, Plaintiff and Class members routinely worked schedules such that they were due pay at overtime rates. Under California law, an hourly-paid employee is entitled to overtime pay when he or she exceeds eight hours of work in a single day, exceeds 40 hours of work in a week or works seven days in a row.

1 33. During this period, it was the practice and policy of Defendant to not pay
2 employees their overtime. Monies for unpaid overtime remain due and owing.

3 34. Under California law, non-exempt employees, as defined by Wage Order 4, are
4 entitled to premium wages for overtime worked.

5 **FAILURE TO PAY MINIMUM WAGES**

6 35. Under California law, non-exempt employees, as defined by Wage Order 4, are
7 entitled to minimum wages.

8 36. Under California law, an hourly-paid employee is entitled to be paid a minimum
9 wage. Labor Code Section 1197 states the California requirement that employees must be paid at
10 least the minimum wage fixed by the Commission or by any applicable state or local law, and
11 any payment of less than the minimum wage is unlawful. Similarly, Labor Code Section 1194
12 states, “any employee receiving less than the legal minimum wage...is entitled to recover in a
13 civil action the unpaid balance of the full amount of this minimum wage.” The applicable IWC
14 Wage Order(s), including IWC Wage Order No. 4-2001, obligates employers to pay each
15 employee minimum wages for all hours worked.

16 37. These minimum wage standards apply to each hour employees worked or were
17 subject to control by the employer for which they were not paid. Therefore, an employer’s failure
18 to pay for any particular hour of time worked by an employee or subject to the employer’s control
19 is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results
20 in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, (2005) 135 Cal. App.
21 4th 314, 324.

22 38. At all times during the relevant time period, it was the practice and policy of
23 Defendants to pay employees less than minimum wage rates due to off-the-clock work and the
24 lack of proper meal/rest breaks. Monies for these underpaid amounts remain due and owing.

25 39. Defendant required Plaintiff and the Class to regularly perform compensable tasks
26 off-the-clock for which they did not receive any compensation. Specifically, Plaintiff and Class
27 members arrived 30 minutes earlier than their scheduled shifts every day but were not paid
28 therefor.

1 40. As a result, and because Defendant treated such off-the-clock work as non-
2 compensable, Defendant failed to compensate Plaintiff and the Class for such time.

3 41. At all times during the relevant time period, Plaintiff and the Class routinely
4 worked schedules such that they were due pay at minimum wage rates. During this period, it was
5 the practice and policy of Defendant to not pay employees minimum wages. Monies for unpaid
6 minimum wages remain due and owing.

7 **MEAL BREAKS NOT AFFORDED, INTERRUPTED AND/OR AFFORDED LATE**

8 42. Under California law, non-exempt employees, as defined by Wage Order 4, are
9 entitled to a 30-minute lunch period for every 5 hours worked and a 10-minute paid rest break
10 for every four hours worked or a major fraction thereof. Non-exempt employees are also entitled
11 to one hour of pay at their regular pay rate for each day the requisite rest and/or meal periods are
12 not provided.

13 43. Plaintiff and Class members were at times not afforded meal breaks; meal breaks
14 were interrupted and/or afforded late.

15 **REST BREAKS NOT AFFORDED AND/OR INTERRUPTED**

16 44. Plaintiff and Class members' rest breaks were not afforded and/or interrupted.
17 Plaintiff and Class members worked eight or more hours per day and were entitled to at least two
18 rest breaks. Further, Plaintiff and Class members were restricted from leaving their work area
19 during their breaks.

20 **FAILURE TO ISSUE ACCURATE WAGE STATEMENTS**

21 45. As a result of Defendant's failure to pay employees at required overtime,
22 minimum wage rates and to afford meal/rest breaks, the wage statements issued to the employees
23 did not comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC")
24 Wage Order 4 in that they did not accurately reflect all wages earned and due and owing.

25 **FAILURE TO PAY WAGES ON TERMINATION**

26 46. As a further result of Defendant's failure to pay employees at required overtime,
27 minimum wage rates, and failure to afford meal/rest breaks, when the employees left their
28 employ, they were not timely paid all wages due them.

1 47. Further, it was the practice of Defendant to not pay employees the final paychecks
2 within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 4.

3 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

4 48. Defendant failed to allow Plaintiff to timely inspect her personnel records and
5 payroll files.

6 **FIRST CAUSE OF ACTION**

7 **(Failure to Pay Overtime in Violation of Labor Code §§510, 558, 1194, 1194.3, 1198 and**
8 **Wage Order 4 By Plaintiff Against Defendant and Does 1-100)**

9 49. Plaintiff and the Class reallege and incorporate by reference all of the allegations
10 set forth in this First Amended Complaint.

11 50. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab. Code
12 §§200, 510, 1194, and 1198, and IWC Wage Order No. 4, Defendant was required to compensate
13 Plaintiff with premium pay for all overtime work performed, for hours worked in excess of eight
14 (8) hours per day and/or forty (40) hours per week.

15 51. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
16 who had not been paid overtime compensation could recover the unpaid balance of the full
17 amount of overtime wages due, including interest thereon, together with reasonable attorneys'
18 fees and costs of suit.

19 52. Pursuant to IWC Wage Order No 4-2001, § 3, "Employment beyond eight (8)
20 hours in any workday is permissible provided the employee is compensated for such overtime at
21 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
22 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

23 53. California Labor Code section 558 provides in pertinent part:

24 (a) Any employer or other person acting on behalf of an employer who
25 violates, or causes to be violated, a section of this chapter or any provision
26 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows:

27 (1) For any initial violation, fifty dollars (\$50) for each underpaid
28 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

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

54. Plaintiff and the Class engaged in off-the-clock activities. Plaintiff and Class members arrived to work early daily, but were not paid for the time prior to their shift scheduled start times. Defendant failed to pay Plaintiff and the Class for these off-the clock activities and as result thereof, Plaintiff and the Class were not paid overtime that was due to them.

55. This practice resulted in Plaintiff and Class members working in excess of 40 hours a week and Defendant paying them less overtime than they had earned.

56. Throughout Plaintiff's employment, Defendant failed and refused to pay and properly calculate overtime compensation to Plaintiff and members of the Class as required by law.

57. The foregoing overtime compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime, Plaintiff and Class members suffered damages in an amount to be proven at trial.

58. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

(Labor Code §§ 1194, 1197, 1197.1, 1198, 119, IWC Wage Order 4 By Plaintiff Against Defendant and Does 1 through 100)

59. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

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1 60. *Labor Code* § 1197 states the California requirement that employees must be paid
2 at least the minimum wage fixed by the Commission, and any payment of less than the minimum
3 wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the
4 legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount
5 of this minimum wage.” IWC Wage Order 4-2001 also obligates employers to pay each employee
6 minimum wages for all hours worked. These minimum wage standards apply to each hour
7 employees worked for which they were not paid. Therefore, an employer’s failure to pay for any
8 particular hour of time worked by an employee is unlawful, even if averaging an employee’s total
9 pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.
10 *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

11 61. Here, Plaintiff and Class members were required to engage in off the clock
12 activities and they were not paid for this off-the-clock time. Defendant failed to pay Plaintiff and
13 the Class for these off-the clock activities and as result thereof, Plaintiff and the Class were not
14 paid minimum wages that was due to them. Further, Defendant’s failure to afford meal/rest breaks
15 also resulted in Plaintiff and the Class not being paid minimum wages that was due to them.

16 62. California Labor Code section 558 provides in pertinent part:

17 (a) Any employer or other person acting on behalf of an employer who
18 violates, or causes to be violated, a section of this chapter or any provision
19 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows:

20 (1) For any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

22 (2) For each subsequent violation, one hundred dollars (\$100) for each
23 underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages.

24 (3) Wages recovered pursuant to this section shall be paid to the affected
25 employee...

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

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63. *Labor Code* § 1194 provides, in part, that any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

64. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the time associated with the overtime for which they received no compensation. *See Sillah v. Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

65. Plaintiff and the other Class Members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendant's unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

66. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balances of the minimum wages Defendant owes them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 4; Labor Code §§ 226.7, 512 By Plaintiff Against Defendant and Does 1 through 100)

67. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

68. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an

1 employee to work during a meal or rest break or recovery period mandated pursuant to an
2 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
3 Commission..."

4 69. California Labor Code §1198 makes unlawful the employment of an employee
5 under conditions the IWC prohibits.

6 70. IWC Order No. 4-2001 (11)(A) provides, in relevant part: "No employer shall
7 employ any person for a work period of more than five (5) hours without a meal period of not
8 less than 30-minutes, except that when a work period of not more than six (6) hours will complete
9 the day's work the meal period may be waived by mutual consent of the employer and the
10 employee."

11 71. IWC Order No. 4-2001 (11)(c) further provides, in relevant part: "Unless the
12 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
13 considered an 'on duty' meal period and counted as time worked."

14 72. Section 512(a) of the California Labor Code provides, in relevant part, that:

15
16 An employer may not employ an employee for a work period of more than five
17 hours per day without providing the employee with a meal period of not less than
18 30-minutes, except that if the total work period per day of the employee is no
19 more than six hours, the meal period may be waived by mutual consent of both
20 the employer and employee. An employer may not employ an employee for a
21 work period of more than 10 hours per day without providing the employee with
a second meal period of not less than 30-minutes, except that if the total hours
worked is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal period
was not waived.

22 73. The Labor Code and Wage Order provisions cited above require California
23 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
24 of their shifts. To satisfy this obligation, California employers must: (1) make employees aware
25 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
26 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
27 of their shifts.

28 74. California Labor Code section 558 provides in pertinent part:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

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

75. As alleged herein, Plaintiff and the members of the Class were routinely not afforded meal periods, meal periods were interrupted and/or afforded late, at the direction of Defendant and/or with their endorsement, encouragement, knowledge and acquiescence.

76. Under California law, employers must also record their employees' meal periods: "Every employer shall keep accurate information with respect to each employee, including the following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease ... need not be recorded." IWC Order No. 4, § (7)(A)(3). Where the employer has failed to keep records required by statute, the consequences of such failure should fall on the employer, not the employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). In as much as Defendants had an obligation under the record-keeping requirements of the Wage Order to track meal periods unless "all work ceases," Defendants knew or should have known its employees were regularly not being afforded their meal periods during the Class Period. Plaintiff and Class members did not clock in and out for their meal breaks.

77. Defendant has a policy or practice of failing to ensure that Plaintiff and members of the Class take meal periods required by California Labor Code §226.7 and IWC Wage Order No. 4-2001 §11.

78. By their actions in not affording Plaintiff and Class Members proper meal periods, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendant failed to provide employees with statutory timely off-duty meal periods.

79. Defendant also has a policy or practice of failing to pay each of their employees who were not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

80. Cal. Labor Code § 218 authorizes Plaintiff and the members of the Class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

81. As a direct and proximate result of Defendant's unlawful conduct as alleged herein, Plaintiff and members of the Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and are entitled to recover economic and statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants' violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

(Labor Code § 226.7 and IWC Wage Order No. 4 By Plaintiff Against Defendant and Does 1 through 100)

82. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

83. Labor Code § 226.7 and IWC Wage Order No. 4 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

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1 84. Labor Code § 226.7 and IWC Wage Order No. 4 provide that if an employer fails
2 to provide an employee with rest periods in accordance with those provisions, the employer shall
3 pay the employee one hour of pay at the employee's regular rate of compensation for each
4 workday that the rest periods were not so provided.

5 85. California Labor Code section 558 provides in pertinent part:

6 (a) Any employer or other person acting on behalf of an employer who
7 violates, or causes to be violated, a section of this chapter or any provision
8 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows:

9 (1) For any initial violation, fifty dollars (\$50) for each underpaid
10 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

11 (2) For each subsequent violation, one hundred dollars (\$100) for each
12 underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages.

13 (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee...

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

16 86. Defendant has intentionally and improperly denied proper rest periods to Plaintiff
17 and the Class in violation of Labor Code § 226.7 and IWC Wage Order No. 4.

18 87. Plaintiff and members of the Class's rest periods were not afforded and/or
19 interrupted.

20 88. At all times relevant hereto, Defendant failed to provide rest periods as required
21 by Labor Code § 226.7 and IWC Wage Order No. 4.

22 89. By virtue of Defendant's unlawful failure to provide rest periods to Plaintiff and
23 the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts
24 which are presently unknown to Plaintiff and the Class, but which exceed the jurisdictional limits
25 of the Court, and which will be ascertained according to proof at trial.

26 **FIFTH CAUSE OF ACTION**
27 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED**
28 **WAGE STATEMENTS**

1 90. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 91. Pursuant to IWC Wage Order No. 4, Defendant was the employer of Plaintiff and
4 the Class.

5 92. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 4-2001
6 section 7, Defendant required to maintain and provide accurate records relating to employee
7 compensation including all formulas and production records used to calculate wages due.

8 93. California Labor Code section 226(a) provides (*inter alia*) that, upon paying an
9 employee his or her wages, the employer must:

10 Furnish each of his or her employees ... an itemized statement in writing showing
11 (1) gross wages earned, (2) total hours worked by the employee, except for any
12 employee whose compensation is solely based on a salary and who is exempt from
13 payment of overtime under subdivision (a) of Section 515 or any applicable order
14 of the Industrial Welfare Commission, (3) the number of piece-rate units earned
15 and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided, that all deductions made on written orders of the employee
17 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
18 dates of the pay period for which the employee is paid, (7) the name of the
19 employee and his or her social security number, (8) the name and address of the
20 legal entity that is the employer, and (9) all applicable hourly rates in effect during
21 the pay period and the corresponding number of hours worked at each hourly rate
22 by the employee.

23 94. Plaintiff and Class members worked overtime, were entitled to minimum wages
24 and meal/rest breaks. To the extent that Plaintiff and Class members worked off the clock and
25 were not afforded meal breaks and rest breaks, Defendant failed to provide Plaintiff and Class
26 members with accurate itemized pay stubs.

27 95. Section 226(e) provides that an employee is entitled to recover \$50 for the initial
28 pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period,
not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in
which the employer knowingly and intentionally failed to provide accurate itemized statements
to the employee causing the employee to suffer injury.

1 96. Notwithstanding, Defendant has engaged in a uniform practice of refusing to
2 maintain and provide the accurate records and wage statements required by California law.

3 97. Throughout the Class Period, Defendant intentionally and knowingly provided
4 Plaintiff and other members of the Class with weekly itemized wage statements containing
5 inaccurate information regarding the wages earned by Plaintiff and members of the Class in that
6 the payments owed to Plaintiff and the members of the Class for overtime compensation,
7 minimum wages, and missed meal and rest periods, were not included in gross wages earned by
8 Plaintiff and members of the Class. Further, Defendant failed to furnish Plaintiff and the Class,
9 upon payment of wages, itemized statements accurately showing the number of hours worked
10 and the rates paid.

11 98. As a result, Plaintiff and members of the Class have been injured by having been
12 deprived of the true facts pertaining to their compensation and employment.

13 99. Plaintiff and members of the Class were damaged by these failures because,
14 among other things, the failures led them to believe that they were not entitled to overtime
15 compensation, minimum wage compensation and to be paid for meal and rest periods not
16 provided, even though they were so entitled and these failures hindered them from determining
17 the amounts of wages owed to them.

18 100. Plaintiff and members of the Class are entitled to the amounts provided in Labor
19 Code §226(e), plus attorneys' fees and costs.

20 101. As result, Plaintiff seeks recovery of the penalties authorized by Labor Code
21 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided
22 by law for Defendant's improper conduct.

23 **SIXTH CAUSE OF ACTION**

24 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**

25 **(Labor Code §§201-203 By Plaintiff Against Defendant and Does 1 through 100)**

26 102. Plaintiff and the Class reallege and incorporate by reference all of the allegations
27 set forth in this First Amended Complaint.

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103. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due and payable immediately. Labor Code § 202(a) provides that when an employee resigns from employment, unpaid wages are due and payable within 72 hours of resignation.

104. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until paid, not to exceed thirty days.

105. Plaintiff and the Class were discharged and/or resigned from Defendant's employ, and Defendant willfully failed to pay Plaintiff and the Class wages due to Defendant's failure to pay overtime, minimum wages, and premium pay for meal/rest breaks not afforded.

106. Defendant terminated Plaintiff on August 17, 2024, yet failed to pay her the wages due to her.

107. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's wages for each day he or she was not timely paid, not to exceed 30 days' wages.

SEVENTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Cal. Labor Code §1198.5 By Plaintiff Against Defendant and Does 1 through 100)

108. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

109. California Labor Code Section 1198.5 provides:

(a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.

(b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date

beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records.... later than 30 calendar days from the date the employer receives the request...

(k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section... the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

(1) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

110. Additionally, pursuant to Wage Order 4, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

111. On or about June 19, 2024, through her counsel, Plaintiff issued a written request to Defendant for copies of her personnel records.

112. Under California Labor Code §§ 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendant has failed and refused to permit Plaintiff copies of her records.

113. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiff has suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendant's violation of § 1198.5.

EIGHTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

(Business & Professions Code §§ 17200 et seq. By Plaintiff Against Defendant and Does 1 through 100)

114. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

115. Pursuant to applicable IWC Wage Orders, Defendant was the employer of Plaintiff and the Class. Defendant is also a "person" as that term is defined in Business & Professions Code §17021.

116. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendants have engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime compensation; (2) pay Plaintiff and the Class minimum wages; (3) pay Plaintiff and the Class for meal periods not provided, (4) pay Plaintiff and the Class for rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage statements, as mandated by the applicable Labor Code and Industrial Welfare Commission requirements, (6) pay Plaintiff and the Class wages due when leaving their employ, and (7) allow inspection of employment records, all in violation of Business & Professions Code §§ 17200 et seq.

117. By and through the unfair and unlawful business practices described herein, Defendants have obtained valuable property, money and services from the Plaintiff and the Class and have deprived them of valuable rights and benefits guaranteed by law all to the detriment of Plaintiff and the Class.

118. All the acts described herein are violations of, among other things, the Labor Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices in violation of Business & Professions Code §§ 17200 et seq.

119. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendant has acquired, or of which Plaintiff and the Class have been deprived by means of the above-described unfair and unlawful business practices.

120. Plaintiff and the Class are further entitled to, and do, seek a declaration that the above-described business practices are unfair and unlawful, and that injunctive relief should be issued restraining Defendant from engaging in any of the above described unfair and unlawful business practices in the future.

121. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless Defendant is restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiff and the Class.

NINTH CAUSE OF ACTION

(Damages Pursuant to Private Attorney General Act Against All Defendants and Does 1 through 100)

122. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

123. Plaintiff brings this action on her own behalf and on behalf of all current and former employees of Defendants who were employed in California for the previous four years seeking to recover unpaid wages, including but not limited to meal and rest periods violations, failure to issue accurate wage statements, failure to pay wages due on termination, failure to reimburse business expenses, failure to pay for uniform maintenance, failure to pay for off the clock work, time shaving, unlawful deductions and unfair competition as set forth in this pleading.

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124. On June 7, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq., by and through Plaintiff's attorneys, uploaded a Private Attorney General Act ("PAGA") claim to the State of California Labor and Workforce Development Agency ("LWDA") and sent a letter via Certified Mail Return Receipt Requested to the defendant.

125. More than 65 days have passed since the above letter, and Plaintiff's counsel has not received any notice from the LWDA stating an intention to prosecute Plaintiff's PAGA claims.

126. Plaintiff has, therefore, complied with the administrative exhaustion requirements of PAGA.

127. Plaintiff seeks Labor Code penalties, attorney's fees, and costs in an amount according to proof at trial, as provided by the Labor Code Private Attorney General Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor and against Defendant as follows:

1. For compensatory damages in the amount of unpaid overtime due to Plaintiff and Class Members, according to proof;

2. For compensatory damages in the amount of unpaid minimum wages due to Plaintiff and Class Members, according to proof;

3. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal and/or rest period was not provided;

4. For payment of unpaid wages in accordance with California labor and employment law;

5. For an award of consequential damages in Plaintiff and Class members' favor and against Defendant, in an amount to be proven at trial;

6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

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1 7. For payment to Plaintiff and Class Members of waiting time penalties pursuant to
2 *Cal. Lab. Code* §203, in an amount equal to their respective daily rates of pay at the time of
3 termination or layoff, multiplied by the total amount of days elapsed between the date of the
4 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
5 maximum of 30 days' pay, according to proof;

6 8. For specific relief enforcing waiting time penalties of 30 days of per diem wages
7 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

8 9. For prejudgment interest accrued on all due and unpaid overtime and minimum
9 wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
10 1194(a), according to proof;

11 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
12 proof;

13 11. For penalties pursuant to Private Attorney General Act;

14 12. For reasonable costs, including attorneys' fees, in an amount according to proof
15 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5(1) and/or *Cal. Code of Civ. Proc.*
16 §1021.5, and Private Attorney General Act;

17 13. For an award of restitution of wages to Plaintiff and Class members in an amount
18 equal to the amount of wages owed and unpaid, according to proof;

19 14. For injunctive relief ordering the continuing unfair business acts and practices to
20 cease, as the Court deems just and proper;

21 15. For other injunctive relief ordering Defendant to notify Plaintiff and Class
22 members that they have not been paid the proper amounts in accordance with California law;

23 16. For injunctive relief requiring Defendant to comply with Labor Code
24 1198.5(b)(1);

25 17. For punitive and exemplary damages in a sum to be determined at trial; and

26 18. For such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff Celesta Lewis-Martin hereby respectfully requests a trial by jury for all claims and issues raised in her First Amended Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: October 7, 2024

By: 

Jasmine J. Badawi
Attorneys for Plaintiff,
CELESTA LEWIS-MARTIN

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18, and not a party to the within action. My business address is Lipeles Law Group APC, 880 Apollo Street, Suite 336, El Segundo, CA 90245. On the date below, I served the foregoing document(s) described as:

PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

By sending a true copy thereof to the address listed below:

SEE ATTACHED SERVICE LIST

- ☐ **By Messenger Service.** I served the documents by providing them to a professional messenger service for personal service.
- ☐ **By Overnight Delivery.** I deposited a sealed envelope containing a true and correct copy of the documents listed above for overnight delivery and with the postage fully prepaid.
- ☒ **By E-Mail or Electronic Transmission.** I caused the documents to be sent to the persons at the email address listed above in a PDF file, and the transmission appeared to be successful.
- ☐ **By United States Mail.** I deposited a sealed envelope containing a true and correct copy of the documents listed above with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at El Segundo, California.
- ☐ **By Fax Transmission.** I faxed the documents to the persons at the fax number listed above, and the transmission appeared to be successful.

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

Executed on October 7, 2024 at El Segundo, California.

Nicole Bathon
Nicole Bathon

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