

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

Attorneys for Plaintiff, Tyler Freeman

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

TYLER FREEMAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

NORTH COAST MEDICAL SUPPLY, LLC;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CU006625C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7 and 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and
9. Civil Penalties Under PAGA [Cal. Lab. Code §§ 2699, *et seq.*].

DEMAND FOR JURY TRIAL

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1 Plaintiff Tyler Freeman (“Plaintiff”), based upon facts that either have evidentiary support
2 or are likely to have evidentiary support after a reasonable opportunity for further investigation and
3 discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendants North Coast Medical Supply, LLC,
6 and DOES 1 through 10 (collectively referred to as “Defendants”) for California Labor Code and
7 Business and Professions Code violations stemming from Defendants’ failure to pay minimum
8 wages; failure to pay overtime wages; failure to provide meal periods; failure to authorize and
9 permit rest periods; failure to maintain accurate records of hours worked and meal periods; failure
10 to timely pay all wages to terminated employees; failure to indemnify necessary business expenses;
11 and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action as an individual, on behalf
13 of himself, and as a class action, on behalf of all other persons who have been employed by any
14 Defendant in California as an hourly-paid, non-exempt employee during the statute of limitations
15 period applicable to the claims pleaded here (hereinafter collectively referred to as the “Class” or
16 “Class Members” and defined more fully below).

17 3. Plaintiff brings the Ninth Cause of Action as an individual, on behalf of himself, and
18 as a representative, on behalf of the State of California and all other persons who have been
19 employed by any Defendant in California as an hourly-paid, non-exempt employee during the
20 applicable statute of limitations period (collectively referred to as the “Aggrieved Employees”)
21 pursuant to the California Private Attorneys General Act (“PAGA”), to recover civil penalties that
22 are owed to Plaintiff, the State of California, and the Aggrieved Employees.

23 4. Defendants own/owned and operate/operated an industry, business, and
24 establishment within the State of California, including San Diego County. As such, and based upon
25 all the facts and circumstances incident to Defendants’ business in California, Defendants are
26 subject to the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, and
27 the California Business and Professions Code.

1 5. Despite these requirements, throughout the statutory period Defendants maintained
2 a systematic, company-wide policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum and
4 overtime wages, in compliance with the California Labor Code and IWC
5 Wage Orders;
- 6 (b) Failing to provide employees with timely and duty-free meal periods,
7 maintain accurate records of all meal periods taken or missed, and pay an
8 additional hour's pay for each workday a meal period violation occurred, in
9 compliance with the California Labor Code and IWC Wage Orders;
- 10 (c) Failing to authorize and permit employees to take timely and duty-free rest
11 periods and pay an additional hour's pay for each workday a rest period
12 violation occurred, in compliance with the California Labor Code and IWC
13 Wage Orders;
- 14 (d) Failing to indemnify employees for necessary business expenses incurred, in
15 compliance with the California Labor Code and IWC Wage Orders;
- 16 (e) Willfully failing to pay employees all minimum wages, overtime wages,
17 meal period premium wages, and rest period premium wages due within the
18 time period specified by California law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked, in
20 compliance with the California Labor Code and IWC Wage Orders; and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 6. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts, and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff, the Class, and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in the County of San Diego, State of California as a Logistics Coordinator from approximately March 2020 to July 2024.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendants are:

- (a) Business entities with their principal places of business in San Diego, California;
- (b) Business entities conducting business in numerous counties throughout the State of California, including in San Diego County;
- (c) The former employers of Plaintiff;
- (d) The current and/or former employers of the putative Class and Aggrieved Employees, who suffered and permitted Plaintiff, the Class, and the Aggrieved Employees to work, and/or controlled their wages, hours, or working conditions; and
- (e) At all times mentioned herein, Defendants and each of them are and were the joint employers of Plaintiff, the Class, and the Aggrieved Employees.

1 11. Plaintiff does not currently know the true names or capacities of the persons or
2 entities sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious
3 names. Each DOE Defendant was in some manner legally responsible for the damages suffered by
4 Plaintiff, the Class, and the Aggrieved Employees as alleged herein. Plaintiff will amend this
5 complaint to set forth the true names and capacities of these Defendants when they have been
6 ascertained, together with appropriate charging allegations, as may be necessary.

7 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
8 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
9 injured a significant number of the Plaintiff, the Class, and the Aggrieved Employees in the State
10 of California.

11 13. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
12 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
13 other employees described in the class definitions below, and exercised control over their wages,
14 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
15 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
16 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
17 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
18 the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all
19 of the other Defendants so as to be liable for their conduct with respect to the matters alleged
20 below. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each
21 Defendant acted pursuant to and within the scope of the relationships alleged above and that each
22 Defendant knew or should have known about, and authorized, ratified, adopted, approved,
23 controlled, aided, and abetted the conduct of all other Defendants.

24 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 14. Plaintiff is a California resident who worked for Defendants in the County of San
26 Diego, State of California, as a Logistics Coordinator during the statutory period. During the
27 statutory period, Plaintiff was typically scheduled to work at least five (5) days in a workweek, and
28 typically in excess of eight (8) hours in a single workday.

1 15. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
2 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
3 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
4 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all final
5 wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to furnish
6 accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience working for
7 Defendants was typical and illustrative.

8 16. Throughout the statutory period, Defendants maintained a policy and practice of not
9 paying Plaintiff, the Class, and the Aggrieved Employees for all hours worked, including all
10 overtime wages. Plaintiff, the Class, and the Aggrieved Employees were not paid all overtime
11 hours worked. Plaintiff, the Class, and the Aggrieved Employees were required to work "off the
12 clock" and uncompensated. For example, Plaintiff, the Class, and the Aggrieved Employees were
13 required to wait in line in order to clock into work, off the clock and uncompensated. Also, during
14 certain periods of time, Plaintiff, the Class, and the Aggrieved Employees were required to undergo
15 temperature checks, including waiting in line to undergo the screening, prior to clocking into work,
16 off the clock and uncompensated. Also, throughout the statutory period, Plaintiff, the Class, and the
17 Aggrieved Employees received non-discretionary bonuses and other remuneration. However,
18 Defendants failed to incorporate all remuneration when calculating the correct overtime rate of pay,
19 meal break premium rate of pay, and sick day rate of pay, leading to underpayment to Plaintiff, the
20 Class, and the Aggrieved Employees.

21 17. Throughout the statutory period, Defendants have wrongfully failed to provide
22 Plaintiff, the Class, and the Aggrieved Employees with legally compliant meal periods.
23 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees
24 to work in excess of five (5) consecutive hours a day without providing 30-minute, continuous and
25 uninterrupted, duty-free meal period for every five (5) hours of work, or without compensating
26 Plaintiff, the Class, and the Aggrieved Employees for meal periods that were not provided by the
27 end of the fifth hour of work or tenth hour of work. Defendants also did not adequately inform
28 Plaintiff, the Class, and the Aggrieved Employees of their right to take a meal period by the end of

1 the fifth hour of work, or, for shifts greater than ten (10) hours, by the end of the tenth hour of
2 work. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff,
3 the Class, and the Aggrieved Employees in compliance with California law.

4 18. Throughout the statutory period, Defendants have wrongfully failed to authorize and
5 permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free rest periods.
6 Defendants sometimes, but not always, required Plaintiff, the Class, and the Aggrieved Employees
7 to work in excess of four (4) consecutive hours a day without Defendants authorizing and
8 permitting them to take a 10-minute, continuous and uninterrupted, rest period for every four (4)
9 hours of work (or major fraction of four hours), or without compensating Plaintiff, the Class, and
10 the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants also
11 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take a
12 rest period. Moreover, Defendants did not have adequate policies or practices permitting or
13 authorizing rest periods for Plaintiff, the Class, and the Aggrieved Employees, nor did Defendants
14 have adequate policies or practices regarding the timing of rest periods. Defendants also did not
15 have adequate policies or practices to verify whether Plaintiff, the Class, and the Aggrieved
16 Employees were taking their required rest periods. Further, Defendants did not maintain accurate
17 records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiff, the
18 Class, and the Aggrieved Employees took rest periods during the middle of each work period.
19 Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiff, the Class,
20 and the Aggrieved Employees to take rest periods in compliance with California law.

21 19. Throughout the statutory period, Defendants wrongfully required Plaintiff, the
22 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their
23 duties for Defendants without reimbursement, such as the use of personal cellular telephones for
24 work purposes. Also, Plaintiff, the Class, and the Aggrieved Employees sometimes drove their
25 personal vehicles to pick up supplies and items, without reimbursement.

26 20. Throughout the statutory period, Defendants willfully failed and refused to timely
27 pay Plaintiff, the Class, and the Aggrieved Employees at the conclusion of their employment all
28 wages for all minimum wages, overtime wages, meal period premium wages, and rest period

1 premium wages. Further, Defendants did not pay Plaintiff, the Class, and the Aggrieved
2 Employees their final paychecks immediately upon termination.

3 21. Throughout the statutory period, Defendants failed to furnish Plaintiff, the Class,
4 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
5 hourly rates and all gross and net wages earned (including correct hours worked, correct wages
6 earned for hours worked, correct overtime hours worked, correct wages for meal periods that were
7 not provided in accordance with California law, correct wages for rest periods that were not
8 authorized and permitted to take in accordance with California law, and Defendant's address).
9 Further, the wage statements do not show Defendant's address as required by California law. As a
10 result of these violations of California Labor Code § 226(a), the Plaintiff, the Class, and the
11 Aggrieved Employees suffered injury because, among other things:

- 12 (a) the violations led them to believe that they were not entitled to be paid
13 minimum wages, overtime wages, meal period premium wages, and rest
14 period premium wages to which they were entitled, even though they were
15 entitled;
- 16 (b) the violations led them to believe that they had been paid the minimum,
17 overtime, meal period premium, and rest period premium wages, even
18 though they had not been;
- 19 (c) the violations led them to believe they were not entitled to be paid minimum,
20 overtime, meal period premium, and rest period premium wages at the
21 correct California rate even though they were;
- 22 (d) the violations led them to believe they had been paid minimum, overtime,
23 meal period premium, and rest period premium wages at the correct
24 California rate even though they had not been;
- 25 (e) the violations hindered them from determining the amounts of minimum,
26 overtime, meal period premium, and rest period premium owed to them;
- 27 (f) in connection with their employment before and during this action, and in
28 connection with prosecuting this action, the violations caused them to have

1 to perform mathematical computations to determine the amounts of wages
2 owed to them, computations they would not have to make if the wage
3 statements contained the required accurate information;

4 (g) by understating the wages truly due them, the violations caused them to lose
5 entitlement and/or accrual of the full amount of Social Security, disability,
6 unemployment, and other governmental benefits; and

7 (h) the wage statements inaccurately understated the wages, hours, and wages
8 rates to which Plaintiff, the Class, and the Aggrieved Employees were
9 entitled, and Plaintiff, the Class, and the Aggrieved Employees were paid
10 less than the wages and wage rates to which they were entitled.

11 Thus, Plaintiff, the Class, and the Aggrieved Employees are owed the amounts provided for
12 in California Labor Code § 226(e), including actual damages.

13 **CLASS ACTION ALLEGATIONS**

14 22. Plaintiff brings certain claims individually, as well as on behalf of each and all other
15 persons similarly situated, and thus, seek class certification under California Code of Civil
16 Procedure § 382.

17 23. All claims alleged herein arise under California law for which Plaintiff seeks relief
18 authorized by California law.

19 24. The proposed Class consists of and is defined as:

20 All persons who worked for any Defendant in California as an hourly, non-exempt
21 employee at any time during the period beginning four years before the filing of the
22 initial complaint in this action and ending when notice to the Class is sent.

23 25. At all material times, Plaintiff was a member of the Class.

24 26. Plaintiff undertakes this concerted activity to improve the wages and working
25 conditions of all Class Members.

26 27. There is a well-defined community of interest in the litigation and the Class is
27 readily ascertainable:
28

- 1 (a) Numerosity: The members of the Class (and each subclass, if any) are so
2 numerous that joinder of all members would be unfeasible and impractical.
3 The membership of the entire Class is unknown to Plaintiff at this time,
4 however, the Class is estimated to be greater than 100 individuals and the
5 identity of such membership is readily ascertainable by inspection of
6 Defendants' records.
- 7 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
8 the interests of each Class Member with whom there is a shared, well-
9 defined community of interest, and Plaintiff's claims (or defenses, if any) are
10 typical of all Class Members' claims as demonstrated herein.
- 11 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each Class Member with whom there is a shared, well-
13 defined community of interest and typicality of claims, as demonstrated
14 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
15 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
16 rules governing class action discovery, certification, and settlement.
17 Plaintiff has incurred, and throughout the duration of this action, will
18 continue to incur costs and attorneys' fees that have been, are, and will be
19 necessarily expended for the prosecution of this action for the substantial
20 benefit of each class member.
- 21 (d) Superiority: A Class Action is superior to other available methods for the
22 fair and efficient adjudication of the controversy, including consideration of:
23 1) The interests of the members of the Class in individually controlling
24 the prosecution or defense of separate actions;
25 2) The extent and nature of any litigation concerning the controversy
26 already commenced by or against members of the Class;
27 3) The desirability or undesirability of concentrating the litigation of the
28 claims in the particular forum; and

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

28. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

(a) Failed to pay Class Members for all hours worked, including minimum and overtime wages;

(b) Failed to provide meal periods and pay meal period premium wages to Class Members;

(c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;

(d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;

(e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;

(f) Failed to reimburse Class Members for all necessary business expenses; and

(g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

1 29. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;
- 9 (d) Plaintiff, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) There is a community of interest in obtaining appropriate legal and equitable
13 relief for the statutory violations, and in obtaining adequate compensation
14 for the damages and injuries for which Defendants are responsible in an
15 amount sufficient to adequately compensate the members of the Class for the
16 injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions by individual
18 members of the class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the Class which would establish incompatible standards
21 of conduct for Defendants; and/or
- 22 2) Adjudications with respect to the individual members which would,
23 as a practical matter, be dispositive of the interests of other members
24 not parties to the adjudications, or would substantially impair or
25 impede their ability to protect their interests, including but not
26 limited to the potential for exhausting the funds available from those
27 parties who are, or may be, responsible Defendants; and,
28

1 (g) Defendants have acted or refused to act on grounds generally applicable to
2 the Class, thereby making final injunctive relief appropriate with respect to
3 the class as a whole.

4 30. Plaintiff contemplates the eventual issuance of notice to the proposed members of
5 the Class that would set forth the subject and nature of the instant action. The Defendants' own
6 business records may be utilized for assistance in the preparation and issuance of the contemplated
7 notices. To the extent that any further notices may be required, Plaintiff would contemplate the use
8 of additional techniques and forms commonly used in class actions, such as published notice, e-
9 mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable
10 to the Class and deemed necessary and/or appropriate by the Court.

11 **FIRST CAUSE OF ACTION**

12 **(Against All Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

13 31. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
14 1 through 21 in this Complaint.

15 32. "Hours worked" is the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or not
17 required to do so.

18 33. At all relevant times herein mentioned, Defendants knowingly failed to pay to
19 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
20 compensation for each hour worked as alleged above, Defendants willfully violated the provisions
21 of Section 1194 of the California Labor Code, and any additional applicable Wage Orders, which
22 require such compensation to non-exempt employees.

23 34. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
24 non-overtime hours worked for Defendants.

25 35. By and through the conduct described above, Plaintiff and the Class have been
26 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

27 36. By virtue of the Defendants' unlawful failure to pay additional compensation to
28 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class

1 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
2 and the Class, but which exceed the jurisdictional minimum of this Court, and which will be
3 ascertained according to proof at trial.

4 37. By failing to keep adequate time records required by California Labor Code §
5 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
6 compensation due Plaintiff and the Class.

7 38. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
8 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum
9 wages.

10 39. California Labor Code section 204 requires employers to provide employees with
11 all wages due and payable twice a month. Throughout the statute of limitations period applicable
12 to this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates
13 required by law, including minimum wages. However, during all such times, Defendants
14 systematically failed and refused to pay Plaintiff and the Class all such wages due, and failed to
15 pay those wages twice a month.

16 40. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
17 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
18 218.5, 218.6, and 1194(a).

19 **SECOND CAUSE OF ACTION**

20 **(Against All Defendants for Failure to Pay Overtime Wages)**

21 41. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
22 1 through 21 in this Complaint.

23 42. California Labor Code § 510 provides that employees in California shall not be
24 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they
25 receive additional compensation beyond their regular wages in amounts specified by law.

26 43. California Labor Code §§ 1194 and 1198 provide that employees in California shall
27 not be employed more than eight hours in any workday unless they receive additional
28 compensation beyond their regular wages in amounts specified by law. Additionally, California

1 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by
2 the Industrial Welfare Commission is unlawful.

3 44. At all times relevant hereto, Plaintiff and the Class have worked more than eight (8)
4 hours in a workday, as employees of Defendants.

5 45. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
6 overtime compensation for the hours they have worked in excess of the maximum hours
7 permissible by law as required by California Labor Code §§ 510 and 1198. Plaintiff and the Class
8 are regularly required to work overtime hours.

9 46. By virtue of Defendants' unlawful failure to pay additional premium rate
10 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
11 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
12 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
13 according to proof at trial.

14 47. By failing to keep adequate time records required by Labor Code § 1174(d),
15 Defendants have made it difficult to calculate the full extent of overtime compensation due to
16 Plaintiff and the Class.

17 48. Plaintiff and the Class also request recovery of overtime compensation according to
18 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
19 the assessment of any statutory penalties against Defendants, in a sum as provided by the
20 California Labor Code and/or other statutes.

21 49. California Labor Code § 204 requires employers to provide employees with all
22 wages due and payable twice a month. The Wage Orders also provide that every employer shall
23 pay to each employee, on the established payday for the period involved, overtime wages for all
24 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
25 with all compensation due, in violation of California Labor Code § 204.

26 **THIRD CAUSE OF ACTION**

27 **(Against All Defendants for Failure to Provide Meal Periods)**

1 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
2 1 through 21 in this Complaint.

3 51. Under California law, Defendants have an affirmative obligation to relieve the
4 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the start
5 of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal periods
6 no later than the start of the eleventh hour of work in the workday. Section 512 of the California
7 Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide
8 unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a
9 violation of Section 226.7 of the California Labor Code for an employer to require any employee to
10 work during any meal period mandated under any Wage Order.

11 52. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
12 and the Class with both meal periods as required by California law. By their failure to permit and
13 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
14 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
15 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the
16 applicable Wage Orders.

17 53. Under California law, Plaintiff and the Class are entitled to be paid one (1) hour of
18 additional wages for each workday he or she was not provided with all required meal period(s),
19 plus interest thereon.

20 **FOURTH CAUSE OF ACTION**

21 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

22 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
23 1 through 21 in this Complaint.

24 55. Defendants are required by California law to authorize and permit breaks of ten (10)
25 uninterrupted minutes for each four (4) hours of work or major fraction of four (4) hours (i.e. more
26 than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require
27 that the employer permit and authorize all employees to take paid rest periods of ten (10) minutes
28 each for each 4-hour period worked. Thus, for example, if an employee's work time is six (6)

1 hours and ten (10) minutes, the employee is entitled to two (2) rest breaks. Each failure to
2 authorize rest breaks as so required is itself a violation of California's rest break laws. It is a
3 violation of Section 226.7 of the California Labor Code for an employer to require any employee to
4 work during any rest period mandated under any Wage Order.

5 56. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
6 Class to take rest breaks, regardless of whether employees worked more than four (4) hours in a
7 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
8 alleged above (or due to the fact that Defendants made it impossible or impracticable to take these
9 uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the
10 California Labor Code and the applicable Wage Orders.

11 57. Under California law, Plaintiff and the Class are entitled to be paid one (1) hour of
12 premium wages rate for each workday he or she was not provided with all required rest break(s),
13 plus interest thereon.

14 **FIFTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

16 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 21 in this Complaint.

18 59. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing
19 to pay and indemnify the Plaintiff and the Class for their necessary expenditures and losses
20 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
21 Defendants.

22 60. As a result, Plaintiff and the Class were damaged at least in the amounts of the
23 expenses they paid, or which were deducted by Defendants from their wages.

24 61. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
25 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
26 2802(b).

1 **SIXTH CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
5 1 through 21 in this Complaint.

6 63. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
7 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
8 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
9 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
10 employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which
11 case the employee is entitled to his or her wages at the time of quitting.

12 64. Within the applicable statute of limitations, the employment of Plaintiff and many
13 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
14 employment of others will be. However, during the relevant time period, Defendants failed, and
15 continue to fail to pay terminated Class Members, without abatement, all wages required to be paid
16 by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-
17 two (72) hours of their leaving Defendants' employ.

18 65. Defendants' failure to pay Plaintiff and those Class members who are no longer
19 employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-
20 two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§
21 201 and 202.

22 66. California Labor Code § 203 provides that if an employer willfully fails to pay
23 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
24 continue as a penalty wage from the due date, and at the same rate until paid or until an action is
25 commenced; but the wages shall not continue for more than thirty (30) days.

26 67. Plaintiff and the Class are entitled to recover from Defendants their additionally
27 accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30)
28 days maximum pursuant to California Labor Code § 203.

1 68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the Class
2 are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in
3 this action.

4 **SEVENTH CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Provide and Maintain Accurate and**
6 **Compliant Wage Records)**

7 69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
8 1 through 21 in this Complaint.

9 70. At all material times set forth herein, California Labor Code § 226(a) provides that
10 every employer shall furnish each of his or her employees an accurate itemized wage statement in
11 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
12 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if
13 the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
14 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
15 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
16 and the last four digits of his or her social security number or an employee identification number
17 other than a social security number, (8) the name and address of the legal entity that is the
18 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate by the employee.

20 71. Defendants have intentionally and willfully failed to provide employees with
21 complete and accurate wage statements. The deficiencies include, among other things, the failure
22 to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true
23 "total hours worked by the employee," and the failure to list the true net wages earned.

24 72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and
25 the Class have suffered injury and damage to their statutorily-protected rights.

26 73. Specifically, Plaintiff and the members of the Class have been injured by
27 Defendants' intentional violation of California Labor Code § 226(a) because they were denied both
28 their legal right to receive, and their protected interest in receiving, accurate, itemized wage

1 statements under California Labor Code § 226(a).

2 74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
3 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a
4 result of having to bring this action to attempt to obtain correct wage information following
5 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
6 laws and regulations.

7 75. Plaintiff and the Class are entitled to recover from Defendants their actual damages
8 caused by Defendants' failure to comply with California Labor Code § 226(a).

9 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
10 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code
11 § 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Against All Defendants for Violation of California Business & Professions Code §§ 17200, *et***
14 ***seq.*)**

15 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
16 1 through 21 in this Complaint.

17 78. Defendants, and each of them, are "persons" as defined under California Business &
18 Professions Code § 17201.

19 79. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks
21 to enforce important rights affecting the public interest within the meaning of Code of Civil
22 Procedure § 1021.5.

23 80. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business & Professions
25 Code §§ 17200, *et seq.*

26 81. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
27 predicated on the violation of any state or federal law. All of the acts described herein as violations
28 of, among other things, the California Labor Code, are unlawful and in violation of public policy;

1 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
2 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
3 & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

5 82. Defendants' failure to pay minimum wages, and other benefits in violation of the
6 California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business
7 & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 83. Defendants' failure to pay overtime compensation and other benefits in violation of
10 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Maintain Accurate Records of All Hours Worked**

13 84. Defendants' failure to maintain accurate records of all hours worked in accordance
14 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair
15 activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Provide Meal Periods**

17 85. Defendants' failure to provide meal periods in accordance with California Labor
18 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
19 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Authorize and Permit Rest Periods**

21 86. Defendants' failure to authorize and permit rest periods in accordance with
22 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful
23 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

24 **Failure to Indemnify Necessary Business Expenses**

25 87. Defendants' failure to indemnify employees for necessary business expenses in
26 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
27 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200,
28 *et seq.*

1 **Failure to Provide Accurate Itemized Wage Statements**

2 88. Defendants' failure to provide accurate itemized wage statements in accordance
3 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
4 prohibited by California Business & Professions Code §§ 17200, *et seq.*

5 89. By and through their unfair, unlawful and/or fraudulent business practices described
6 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all
7 persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of
8 valuable rights and benefits guaranteed by law, all to their detriment.

9 90. Plaintiff and the Class Members suffered monetary injury as a direct result of
10 Defendants' wrongful conduct.

11 91. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to,
12 and do, seek such relief as may be necessary to disgorge money and/or property which the
13 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
14 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
15 the Class are not obligated to establish individual knowledge of the wrongful practices of
16 Defendants in order to recover restitution.

17 92. Plaintiff, individually, and on behalf of members of the putative class, are further
18 entitled to and do seek a declaration that the above described business practices are unfair,
19 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from
20 engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the
21 future.

22 93. Plaintiff, individually, and on behalf of members of the putative class, have no
23 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
24 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices.
25 As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
26 individually, and on behalf of members of the putative Class, has suffered and will continue to
27 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
28 engage in said unfair, unlawful and/or fraudulent business practices.

94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

95. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against All Defendants for Civil Penalties Under the Private Attorneys General Act of 2004,
Cal. Lab. Code §§ 2699, *et seq.*)

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 21 in this Complaint.

97. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

98. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

99. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On August 17, 2024, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants violated against Plaintiff and certain current and former Aggrieved

1 Employees, including the facts and theories to support the violations. Plaintiff also paid the filing
2 fees. Plaintiff's PAGA case number is LWDA-CM-1046069-24.

3 100. More than sixty-five (65) days have elapsed since Plaintiff provided notice, but the
4 Labor and Workforce Development Agency has not indicated that it intends to investigate
5 Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a
6 civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations
7 of the Labor Code described in this Complaint. These penalties include, but are not limited to,
8 penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

9 101. In addition, Plaintiff seeks penalties for Defendants' violation of California Labor
10 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
11 employing labor who willfully fails to maintain accurate and complete records required by
12 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
13 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins
14 and ends each work period. Meal periods, and total hours worked daily shall also be recorded.
15 Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall keep total
16 hours worked in the payroll period and applicable rates of pay.

17 102. During the time period of employment for Plaintiff and the Aggrieved Employees,
18 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
19 maintain accurate records showing meal periods. Defendants' failure to provide and maintain
20 records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved
21 Employees the ability to know, understand and question the accuracy and frequency of meal
22 periods. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting
23 failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants.
24 As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer,
25 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
26 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under
27 state law, all to their respective damage in amounts according to proof at trial. Because of
28 Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders,

1 Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
2 from knowing, understanding, and disputing the wage payments paid to them.

3 103. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
4 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
5 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
6 according to proof at trial. These penalties are in addition to all other remedies permitted by law. In
7 addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to California
8 Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled
9 to an award of reasonable attorney's fees and costs."

10 **PRAYER FOR RELIEF**

11 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
12 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action with respect to the First, Second, Third,
15 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;
16 2. That Plaintiff be appointed as the representative of the Class; and
17 3. That counsel for Plaintiff be appointed as Class Counsel.

18 **As to the First Cause of Action**

19 4. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
21 minimum wages due;

22 5. For general unpaid wages as may be appropriate;

23 6. For pre-judgment interest on any unpaid compensation commencing from the date
24 such amounts were due;

25 7. For liquidated damages;

26 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
27 California Labor Code § 1194(a); and,

28 9. For such other and further relief as the Court may deem equitable and appropriate.

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14. For such other and further relief as the Court may deem equitable and appropriate.

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26. For general unpaid wages and reimbursement of business expenses as may be appropriate;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

As to the Sixth Cause of Action

31. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

As to the Seventh Cause of Action

36. For penalties and actual damages pursuant to California Labor Code § 226(e);

38. For reasonable attorneys' fees and for costs of suit incurred herein; and

39. For such other and further relief as the Court may deem equitable and appropriate.

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45. For such other and further relief as the Court may deem equitable and appropriate.

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

As to all Causes of Action

50. For any additional relief that the Court deems just and proper.

Dated: October 21, 2024

Respectfully submitted,

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Attorneys for Plaintiff, Tyler Freeman

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 21, 2024

MOON LAW GROUP, P.C.

By: /s/ Kane Moon

Kane Moon, Esq.

Allen Feghali, Esq.

Jacquelyne VanEmmerik, Esq.

Attorneys for Plaintiff, Tyler Freeman

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 S. Figueroa St., 31st Floor, Los
7 Angeles, California 90017. On **October 21, 2024**, I served the foregoing document described as:

8 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
9 addressed as follows:

10 CSC Lawyers Incorporation Services
11 2710 GATEWAY OAKS DRIVE, #150
12 SACRAMENTO, CA 95833

13 *Agent for Service for Defendant NORTH COAST MEDICAL SUPPLY, LLC*
14

15 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
16 envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the
17 firm’s practice of collection and processing correspondence for mailing. Under that
18 practice it would be deposited with U.S. postal service on that same day with postage
19 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
20 aware that on motion of the party served, service is presumed invalid if postal
21 cancellation date or postage meter date is more than one day after date of deposit for
22 mailing in affidavit.

23 X (State) I declare under penalty of perjury under the laws of the State of California
24 that the above is true and correct.

25 Executed on **October 21, 2024**, at Los Angeles, California.

26 Steven Delgado
27 Name

26 /s/ Steven Delgado
27 Signature