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on behalf of herself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOSEPHINE LEVARIO, on behalf of herself
and others similarly situated,

Plaintiff,

vs.

UNIVERSAL BUILDING SERVICES AND
SUPPLY CO. dba UNIVERSAL BUILDING
SERVICES, a California corporation;
UNIVERSAL BUILDING SERVICES AND
SUPPLY CO INC, an entity of unknown form;
UNIVERSAL BUILDING, an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV021325

CLASS ACTION

Assigned for All Purposes To:

Hon. Lauri A. Damrell

Dept.: 22

**FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203;
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff JOSEPHINE LEVARIO, (hereinafter “Plaintiff”) on behalf of herself and all
2 others similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants UNIVERSAL
8 BUILDING SERVICES AND SUPPLY CO. dba UNIVERSAL BUILDING SERVICES, a
9 California corporation; UNIVERSAL BUILDING SERVICES AND SUPPLY CO INC, an entity
10 of unknown form; UNIVERSAL BUILDING, an entity of unknown form; and DOES 1 through
11 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
14 and seeks redress therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in Sacramento County, and in other nonexempt positions, throughout
19 California and, and consistently worked at Defendants’ behest without being paid all wages due.
20 More specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
23 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants further failed to accurately record time worked by Plaintiff and Employee Class

members by rounding hours worked to reflect scheduled shift start and end times as opposed to actual hours worked. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and provided them with inaccurate wage statements that prevented Plaintiff and the Class from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiff

4. Plaintiff JOSEPHINE LEVARIO has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

5. Defendant UNIVERSAL BUILDING SERVICES AND SUPPLY CO. dba UNIVERSAL BUILDING SERVICES is a California corporation with its principle executive offices in Richmond, California and has been listed as the employer on Plaintiff's paystubs and personnel file during the relevant time period. UNIVERSAL BUILDING SERVICES AND SUPPLY CO. dba UNIVERSAL BUILDING SERVICES lists a California mailing address with the California Secretary of State and employs Plaintiff and the Class members at Defendants' offices and facilities in Sacramento, California, and throughout California and conducts business throughout California.

6. Defendant UNIVERSAL BUILDING SERVICES AND SUPPLY CO INC is a an entity of unknown form with its principle executive offices in Richmond, California and has been listed as the employer on Plaintiff's wage statements during the relevant time period. UNIVERSAL BUILDING SERVICES AND SUPPLY CO INC does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class members in Sacramento County, including at Defendants' offices and facilities in Sacramento, California, and throughout California and conducts business throughout California.

7. Defendant UNIVERSAL BUILDING is an entity of unknown form with its

principle executive offices in Richmond, California and has been listed as the employer on Plaintiff's paystubs during the relevant time period. UNIVERSAL BUILDING does not list a California address with the California Secretary of State, but upon information and belief, employs Plaintiff and the Class members in Sacramento County, including at Defendants' offices and facilities in Sacramento, California, and throughout California and conducts business throughout California

8. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or engaged, thereby creating a common law employment relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

JURISDICTION AND VENUE

10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district

1 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
2 obligations and liabilities giving rise to this lawsuit occurred at least in part in Sacramento County,
3 Defendants maintain and operate company offices and facilities in Sacramento County, and
4 Defendants employ Plaintiff and other Class members in Sacramento County and throughout
5 California.

6 **FACTUAL BACKGROUND**

7 11. The Employees who comprise the Class and Collective, including Plaintiff, are
8 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
9 Employees who work in nonexempt positions at the direction of Defendants in the State of
10 California. Plaintiff and the Class members were either not paid by Defendants for all hours
11 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
12 Plaintiff and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
13 without compensation by going through security checks, signing in and out when arriving at and
14 leaving jobsites, delivering or picking up supplies, and being required to complete assignments
15 after clocking out. Moreover, Defendants required Employees to use their personal cell phones to
16 respond to work demands outside of scheduled work hours, and Employees were not compensated
17 for this time. Defendants also had a uniform policy and practice of rounding all time entries to
18 reflect scheduled shift start and end times rather than paying Plaintiff and the Class members for
19 all hours and minutes they actually worked. Defendants generally rounded time entries to the
20 detriment of the Employees, and these unlawfully rounded time entries were inputted into
21 Defendants’ payroll system from which wage statements and payroll checks were created. Plaintiff
22 also contends that Defendants failed to pay Plaintiff and the Class members all wages due and
23 owing, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in
24 violation of various provisions of the California Labor Code and applicable Wage Orders.

25 12. During the course of Plaintiff and the Class members’ employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.
28 Specifically, Defendants knew or reasonably should have known about issues with the cellphone

1 application used for timekeeping that prevented Plaintiff and Class members from recording all
2 hours and minutes worked, resulting in work time for which they were not compensated.
3 Defendants also failed to maintain timekeeping records for Plaintiff that would permit her to
4 discover the nature and extent of Defendants' unlawful rounding. Additionally, Defendants paid
5 Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary
6 bonuses. However, upon information and belief, Defendants failed to incorporate all
7 remunerations, including nondiscretionary commissions, incentive pay, and/or nondiscretionary
8 bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime
9 wage rate. Therefore, during times when Plaintiff and Employees worked overtime and received
10 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
11 to pay all overtime wages by paying a lower overtime rate than required.

12 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
13 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
14 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
15 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
16 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
17 sick pay. Therefore, during times when Plaintiff and Employees worked overtime and received
18 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed
19 to pay all sick pay by paying a lower overtime rate than required.

20 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
21 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
22 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
23 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
24 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
25 calculating vacation pay. Therefore, during times when Plaintiff and Employees worked overtime
26 and received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
27 Defendants failed to pay all vacation pay by paying a lower overtime rate than required.

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1 15. As a matter of uniform Company policy, Plaintiff and the Class members were
2 required to work during their meal and rest breaks which were not compensated by Defendants in
3 violation of the California Labor Code. Plaintiff and the Class members were also not paid
4 regular wages and overtime for the time they were required to comply with other requirements
5 imposed upon them, which they had to complete while working through their meal and rest
6 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts over
7 eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
8 appropriate overtime rate for all such hours, including by being required to perform work duties
9 and tasks without pay and while off-the-clock, and due to Defendants' unlawful rounding. As a
10 result, Plaintiff and the Class members worked substantial overtime hours during their
11 employment with Defendants for which they were not compensated, in violation of the California
12 Labor Code, applicable IWC Wage Orders.

13 16. As a result of the above described unlawful rounding, the daily work demands and
14 pressures to work through breaks, and the other wage violations they endured at Defendants'
15 hands, Plaintiff and the Class members were not properly paid for all wages earned and for all
16 wages owed to them by Defendants, including when working more than eight (8) hours in any
17 given day and/or more than forty (40) hours in any given week. As a result of Defendants'
18 unlawful policies and practices, Plaintiff and Class members incurred overtime hours worked for
19 which they were not adequately and completely compensated. To the extent applicable,
20 Defendants also failed to pay Plaintiff and the Class members at an overtime rate of 1.5 times the
21 regular rate for the first eight hours of the seventh consecutive work day in a week and overtime
22 payments at the rate of 2 times the regular rate for hours worked over eight (8) on the seventh
23 consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

24 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked and failing to pay minimum wage for all time worked as required
27 by California Law.

28 18. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 19. Additionally, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have regularly required Employees to work shifts in excess
8 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
9 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
10 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
11 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
12 Defendants failed to provide or deficiently provided. Furthermore, Defendants had a consistent
13 policy and practice of instructing Employees to record their meal periods as precisely thirty
14 minutes long, regardless of whether Employees took meal periods that were shorter than thirty
15 minutes or took no meal period at all.

16 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
18 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
19 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
20 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
21 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

22 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements as required by California wage-and-hour laws.
25 Specifically, the wage statements given to Employees by Defendants failed to accurately account
26 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
27 Defendants knew or reasonably should have known were owed to Employees, as alleged
28 hereinabove. The wage statements provided to Employees were confusing and required

1 Employees to engage in discovery and refer to outside sources to verify whether their pay was
2 correct, potentially resulting in a miscalculation by the Employees.

3 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
4 continuing to the present, Defendants have consistently failed to provide Employees with timely,
5 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

6 23. From at least four (4) years prior to the filing of this lawsuit and continuing to the
7 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
8 performance of their job duties for Defendants including, but not limited to, the cost of personal
9 cellphone usage, the cost of maintaining work uniforms, and the cost of mileage when Employees
10 drove personal vehicles while on the job, all of which were necessary to perform their duties under
11 Defendants' employ in violation of Labor Code § 2802.

12 24. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
13 continuing to the present, Defendants have consistently failed to keep accurate time and wage
14 records as required by California wage-and-hour laws.

15 25. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
16 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
17 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
18 required by California wage-and-hour laws.

19 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
20 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
21 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

22 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
23 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
24 enjoyed from their violations of Labor Code.

25 **CLASS ALLEGATIONS**

26 28. Plaintiff brings this class action on behalf of herself and all others similarly situated
27 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
28 all individuals employed by Defendants within the State of California at any time within four (4)

1 years of the filing of this lawsuit.

2 29. Further, Plaintiff seeks to represent the following Subclasses composed of and
3 defined as follows:

4 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
5 compensated for all hours worked for Defendants at the applicable minimum wage.

6 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
7 compensated for all hours worked for Defendants at the required rates of pay, including for all
8 hours worked in excess of eight in a day and/or forty in a week.

9 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
10 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
11 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

12 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
13 Defendants' policy and/or practice of failing to authorize and permit Employees to take
14 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
15 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

16 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
17 compensated at the Employee's regular rate of pay for their vacation wages.

18 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at
19 the Employee's regular rate of pay for their sick pay wages.

20 g. Subclass 7. Failure to Reimburse for Necessary Business Expenditures Subclass.
21 All Class members who were subject to Defendants' failure to reimburse for expenses necessarily
22 incurred in the performance of Employees job duties for Defendants.

23 h. Subclass 8. Wage Statement Subclass. All Class members who, within the
24 applicable limitations period, were not provided with accurate itemized wage statements.

25 i. Subclass 9. Payroll Records Subclass. All Class members who were subject to
26 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
27 by California wage-and-hour laws.

28 j. Subclass 10. Termination Pay Subclass. All Class members who, within the

1 applicable limitations period, either voluntarily or involuntarily separated from their employment
2 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
3 termination.

4 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
5 result of Defendants' business acts and practices, to the extent such acts and practices are found to
6 be unlawful, deceptive, and/or unfair.

7 30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
8 modify the class description with greater particularity or further division into subclasses or
9 limitation to particular issues.

10 31. This action has been brought and may properly be maintained as a class action
11 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
12 of interest in litigation and proposed class is easily ascertainable.

13 **A. Numerosity**

14 32. The potential members of the class as defined are so numerous that joinder of all
15 the member of the class is impracticable. While the precise number of class members has not been
16 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
17 time period relevant to this lawsuit, employed more than 100 individuals within the State of
18 California.

19 33. Accounting for employee turnover during the relevant time period increases this
20 number substantially. Plaintiff alleges that Defendants' employment records will provide
21 information as to the number and location of all class members.

22 **B. Commonality**

23 34. There are questions of law and fact common to the class that predominate over any
24 questions affecting only individual class members. These common questions of law and fact
25 include:

- 26 a. Whether Defendants failed to pay Employees minimum wages;
- 27 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 28 c. Whether Defendants failed to pay Employees overtime as required under Labor

Code § 510;

- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants failed to pay Employees vacation wages as required under Labor Code § 227.3;
- g. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245;
- h. Whether Defendants failed to reimburse Employees for necessary business expenses;
- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- l. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- m. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees. Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

38. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

40. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with working during meal breaks, rounding of timekeeping entries, and working "pre-shift" and "post-shift" without compensation by going through security checks, signing in and out when arriving at and leaving jobsites, delivering or picking up supplies, and being required to complete assignments after clocking out. Plaintiff and Class members were also not paid for the time that they spent answering work-related phone calls and texts while off-the-clock. Additionally, Defendants had a consistent policy of failing to pay Employees for hours worked during alleged meal periods for which Employees were consistently denied, as also addressed herein. Defendants have also intentionally and improperly rounded, changed, adjusted, and/or modified Employee hours, while benefiting Defendants. Defendants

1 thus regularly failed to pay minimum wages to Plaintiff and Class members, including by
2 unlawful rounding to their detriment. Moreover, Defendants did not pay Plaintiff and Employees
3 at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful
4 wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a
5 result of implementing a uniform policy and practice that denied accurate compensation to
6 Plaintiff and the other members of the Class as to minimum wage pay.

7 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
8 states:

9 The minimum wage for employees fixed by the commission is the
10 minimum wage to be paid to employees, and the payment of a less
11 wage than the minimum so fixed is unlawful.

12 42. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
14 therefore entitled to double the minimum wage during the relevant period.

15 43. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to California Labor Code § 1194(a) which states:

17 Notwithstanding any agreement to work for a lesser wage, any
18 employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees and costs of suit.

23 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 45. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

46. Defendants have the ability to pay minimum wages for all time worked and have
willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

47. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

49. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working “pre-shift” and “post-shift” without compensation by going through security checks, signing in and out when arriving at and leaving jobsites, delivering or picking up supplies, and being required to complete assignments after clocking out. Plaintiff and Class members were also not paid for the time that they spent answering work-related phone calls and texts while off-the-clock. Employees regularly worked over 8 hours on a given day or over 40 hours in a given week without receiving overtime compensation.

50. Furthermore, on information and belief, Defendants did not pay Plaintiff and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary

1 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
2 rate of pay for purposes of calculating the overtime wage rate.

3 51. Therefore, during times when Plaintiff and Employees worked overtime and
4 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
5 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

6 52. Defendants' failure to pay compensation in a timely fashion also constituted a
7 violation of California Labor Code § 204, which requires that all wages shall be paid
8 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
9 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
10 and overtime compensation earned by Employees. Each such failure to make a timely payment of
11 compensation to Employees constitutes a separate violation of California Labor Code § 204.

12 53. Employees have been damaged by these violations of California Labor Code §§
13 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

14 54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
15 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
16 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
17 reasonable attorneys' fees and costs.

18 **THIRD CAUSE OF ACTION**

19 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

20 **(Against All Defendants)**

21 55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 56. Employees regularly worked shifts greater than five (5) hours and greater than ten
24 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
25 more than five (5) hours without providing him or her with a meal period of not less than thirty
26 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
27 meal period of not less than thirty (30) minutes.

28 57. Defendants failed to provide Employees with meal periods as required under the

1 Labor Code. Employees were consistently required to work through their meal periods which they
2 were consistently denied. Employees were also required to take meal periods after working well
3 beyond the five (5) hour shifts. In addition, Defendants had a consistent policy and practice of
4 instructing Employees to record their meal periods as precisely thirty minutes long, regardless of
5 whether Employees took meal periods that were shorter than thirty minutes or took no meal period
6 at all. What meal periods were provided were also not duty-free due to Defendants' policy and
7 practice of interrupting the meal breaks with work demands. Furthermore, Employees were
8 regularly required to work for more than 10 hours in a given shift without receiving a second
9 uninterrupted thirty (30) minute meal period as required by law.

10 58. Moreover, Defendants failed to compensate Employees for each meal period not
11 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
12 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
13 employee a meal period in accordance with this section, the employer shall pay the employee one
14 hour of pay at the employee's regular rate of compensation for each workday that the meal period
15 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
16 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
17 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
18 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
19 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

20 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
21 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
22 period not provided or deficiently provided, a sum to be proven at trial.

23 **FOURTH CAUSE OF ACTION**

24 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 60. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 61. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the

1 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
2 not less than ten (10) minutes for each consecutive four (4) hour shift.

3 62. Defendants failed to provide Employees with timely rest breaks of not less than ten
4 (10) minutes for each consecutive four (4) hour shift. What rest breaks were provided were also
5 not duty-free due to Defendants' policy and practice of interrupting rest breaks with work
6 demands.

7 63. Moreover, Defendants failed to compensate Employees for each rest period not
8 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
9 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
10 accordance with this section, the employer shall pay the employee one hour of pay at the
11 employee's regular rate of compensation for each workday that the rest period is not provided.
12 Defendants failed to compensate the Employees in the Class for each rest period not provided or
13 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
14 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
15 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
16 or by otherwise incorrectly calculating the regular rate.

17 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
18 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
19 worked without the required rest breaks, a sum to be proven at trial.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY VACATION WAGES**

22 **(Against All Defendants)**

23 65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 66. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
26 employment policy provides for paid vacation and an employee is terminated without having
27 taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate
28 in accordance with said contract of employment or policy respecting eligibility or time served.

67. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION

FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246

(Against All Defendants)

69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

70. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

71. Defendants paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

(Against All Defendants)

73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

1 74. Under Labor Code § 2802(a), an employer must indemnify its employees for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
3 of his or her duties, or of his or her obedience to the directions of the employer.

4 75. Employees incurred necessary expenditures in the performance of their job duties
5 for Defendants, including but not limited to the cost of cell phone usage, the cost of maintaining
6 work uniforms, and the cost of mileage when Employees drove personal vehicles while on the job,
7 all of which were necessary to perform their duties under Defendants' employ. From four (4) years
8 prior to the original filing of this lawsuit and continuing to the present, Defendants consistently
9 failed to reimburse Employees for these necessarily incurred business expenses.

10 76. As a result of the unlawful acts of Defendants, Employees have been deprived of
11 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
12 plus interest and penalties thereon, attorneys' fees, and costs.

13 **EIGHTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 226(a)**
15 **(Against All Defendants)**

16 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 78. California Labor Code § 226(a) requires an employer to furnish each of his or her
19 employees with an accurate, itemized statement in writing showing the gross and net earnings,
20 total hours worked, and the corresponding number of hours worked at each hourly rate; these
21 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
22 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
23 statements may be given to the employee separately from the payment of wages; in either case the
24 employer must give the employee these statements twice a month or each time wages are paid.

25 79. Defendants failed to provide Employees with accurate itemized wage statements in
26 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
27 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
28 periods and rest breaks, and reflected incorrect hours worked due to the rounding of timekeeping

1 entries all of which Defendants knew or reasonably should have known were owed to Employees,
2 as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep
3 accurate records of the correct overtime wages based on proper regular rate calculations that
4 included nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned,
5 and the total amount of compensation of their Employees. The wage statements provided to
6 Employees were confusing and required Employees to engage in discovery and refer to outside
7 sources to verify whether their pay was correct, potentially resulting in a miscalculation by the
8 Employees.

9 80. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received
11 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
12 forcing them to make mathematical computations to analyze whether the wages paid in fact
13 compensated them correctly for all hours worked.

14 81. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 83. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof.

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NINTH CAUSE OF ACTION
FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174
AND 1174.5
(Against All Defendants)

84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

85. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

86. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Employees as required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and premium pay as discussed above.

87. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

TENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 203
(Against All Defendants)

88. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

89. Numerous Employees are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

90. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

91. The wages withheld from these Employees by Defendants remained due and owing for more than thirty (30) days from the date of separation of employment.

92. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **ELEVENTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
8 full herein.

9 94. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
10 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
11 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
12 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
13 meaning of Code of Civil Procedure § 1021.5.

14 95. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 96. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

19 97. Wage-and-hour laws express fundamental public policies. Paying employees their
20 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
21 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
22 to enforce minimum labor standards, to ensure that employees are not required or permitted to
23 work under substandard and unlawful conditions, and to protect law-abiding employers and their
24 employees from competitors who lower costs to themselves by failing to comply with minimum
25 labor standards.

26 98. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
2 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
3 privileges guaranteed to all employees under the law.

4 99. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
5 violation of the Business & Professions Code § 17200 *et seq.*

6 100. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
7 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
8 care should have known that their conduct was unlawful; therefore their conduct violates the
9 Business & Professions Code § 17200 *et seq.*

10 101. As a proximate result of the above-mentioned acts of Defendants, Employees have
11 been damaged, in a sum to be proven at trial.

12 102. Unless restrained by this Court, Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
14 should make such orders or judgments, including the appointment of a receiver, as may be
15 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
16 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
17 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
18 have unlawfully failed to pay.

19 **TWELFTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

21 **(Against All Defendants)**

22 103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 104. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
25 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
26 alleged violators, Defendants.

27 105. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
28 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the

1 penalty provisions, without limitation, based on the following California Labor Code sections:
2 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174,
3 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, *et seq.*, and 2802.

4 106. The penalties shall be allocated as follows: 65% to the Labor and Workforce
5 Development Agency (LWDA) and 35% to the affected employee.

6 107. Employees also seek any and all penalties and remedies set forth in Labor Code §
7 558, which states:

8 108. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
9 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
10 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
11 for each violation in a subsequent citation, for which the employer fails to provide the employee a
12 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
13 extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such penalties on.

14 109. Plaintiff has exhausted her administrative remedy by sending a certified letter to the
15 LWDA and Defendants postmarked October 21, 2024. The LWDA has not provided notice of its
16 intent to investigate the alleged violations withing 65 calendar days of the postmark date of the
17 letters.

18 **RELIEF REQUESTED**

19 WHEREFORE, Plaintiff prays for the following relief:

- 20 1. For an order certifying this action as a class action;
- 21 2. For compensatory damages in the amount of the unpaid minimum wages for work
22 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
23 the filing of this action, as may be proven;
- 24 3. For liquidated damages in the amount equal to the unpaid minimum wage and
25 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 26 4. For compensatory damages in the amount of the hourly wage made by Employees
27 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
28 years prior to the filing of this action, as may be proven;

1 5. For compensatory damages in the amount of the hourly wage made by Employees
2 for each day requisite rest breaks were not provided or were deficiently provided and where no
3 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
4 be proven;

5 6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

6 7. For penalties pursuant to Labor Code § 226.3, as may be proven;

7 8. For penalties pursuant to Labor Code § 227.3, as may be proven;

8 9. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

9 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
10 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12 12. For restitution for unfair competition pursuant to Business & Professions Code
13 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

14 13. For compensatory damages in the amount of all previously unreimbursed business
15 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
16 from four (4) years prior to the original filing of this action, as may be proven;

17 14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

18 15. For an order enjoining Defendants and their agents, servants, and employees, and
19 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
20 duties adumbrated in this Complaint;

21 16. For all general, special, and incidental damages as may be proven;

22 17. For an award of pre-judgment and post-judgment interest;

23 18. For an award providing for the payment of the costs of this suit;

24 19. For an award of attorneys' fees; and

25 20. For such other and further relief as this Court may deem proper and just.

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1 DATED: January 6, 2025

D.LAW, INC.

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By 

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David Yerman
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JOSEPHINE LEVARIO
and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: January 6, 2025

D.LAW, INC.

By



David Yerejian
Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff
JOSEPHINE LEVARIO
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Luis E. Lorenzana
llorenzana@littler.com
LITTLER MENDELSON, P.C.
 501 W Broadway, Suite 900
 San Diego, California 92101

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on January 6, 2025, at Glendale, California.


Kathryn Perez