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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

DUSTIN L. MASTERS, on behalf of
himself and all others similarly
situated,

Plaintiffs,

v.

WEATHERPROOFING
TECHNOLOGIES, INC., a
Delaware corporation; and Does 1 to
50, inclusive,

Defendants.

CLASS ACTION

Case No. 24CV020098

**FIRST AMENDED COMPLAINT (AMENDED
AS A MATTER OF RIGHT UNDER LABOR
CODE § 2699.3(a)(2)(C)) FOR:**

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

DEMAND FOR JURY TRIAL

Action filed: October 4, 2024

Trial date: None Set

1 Plaintiff Dustin L. Masters, an individual on behalf of himself and all others similarly
2 situated (collectively referred to as “Plaintiffs”), hereby files this First Amended Complaint
3 (amended as a matter of right under Labor Code § 2699.3(a)(2)(C)) against Defendant
4 Weatherproofing Technologies, Inc., and Does 1 to 50 (collectively referred to as “Defendants”).
5 Plaintiffs are informed and believe, and on the basis of that information and belief, allege as
6 follows:

7 **I.**

8 **INTRODUCTION**

9 1. This is a civil action seeking recovery for Defendants’ violations of the California
10 Labor Code, California Business and Professions Code, the applicable Wage Orders issued by
11 the California Industrial Welfare Commission (the “IWC Wage Orders”) and related common law
12 principles.

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

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

20 **RELEVANT JOB TITLES**

21 4. For introductory and general information only (and not to be considered a
22 proposed class definition), the relevant individuals in this action are Defendants’ non-exempt
23 employees who were subjected to Defendants’ policies and practices as described herein. Any
24 differences in job activities between the different individuals in these positions were and are
25 legally insignificant to the issues presented by this action.

26 **SUMMARY OF CLAIMS**

27 5. With regard to Defendants’ non-exempt employees, Defendants have:

28 a. Failed to pay straight time, minimum, and/or overtime wages for all hours

worked;

- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to pay the appropriate reporting time pay;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;
- f. Failed to reimburse for all work-related expenses;
- g. Failed to pay all vested vacation pay;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Derivatively violated Labor Code §§ 201-202;
- j. Independently violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

II.

PARTIES

PLAINTIFF DUSTIN L. MASTERS

6. Plaintiff Dustin L. Masters is an individual over the age of 18 and is now and/or at all times mentioned in this Complaint was a citizen of the State of California.

7. Plaintiff Dustin L. Masters worked for Defendants as a Roof Technician from approximately February 1, 2018, to February 1, 2024, in various locations around California.

8. Plaintiff Dustin L. Masters seeks recovery herein from Defendants because with regard to Plaintiff Dustin L. Masters, while acting for Defendants in his capacity as a non-exempt employee, Defendants have:

- a. Failed to pay straight time, minimum, and/or overtime wages for all hours worked;
- b. Failed to pay all overtime wages at the legal overtime pay rate;
- c. Failed to pay the appropriate reporting time pay;
- d. Failed to provide all legally-required meal periods;
- e. Failed to authorize and permit all paid legally-required rest periods;

- f. Failed to reimburse for all work-related expenses;
- g. Failed to pay vested vacation pay;
- h. Failed to timely furnish accurate itemized wage statements;
- i. Derivatively violated Labor Code §§ 201-202;
- j. Independently violated Labor Code §§ 201-202;
- k. Incurred penalties under Labor Code §§ 2698, et seq.; and
- l. Conducted unfair business practices.

DEFENDANT WEATHERPROOFING TECHNOLOGIES, INC.

9. Defendant Weatherproofing Technologies, Inc, is now and/or at all times mentioned in this Complaint was a Delaware corporation and the owner and operator of an industry, business and/or facilities licensed to do business and actually doing business in the State of California.

DOES 1 TO 50, INCLUSIVE

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

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

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

ALL DEFENDANTS

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

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

1 herein are based solely on California statutes and law.

2 23. Venue is proper in Sacramento County under Code of Civil Procedure §§ 395(a)
3 and 395.5, in that liability arose there because at least some of the transactions that are the
4 subject matter of this Complaint occurred therein and/or each Defendant either is found,
5 maintains offices, transacts business, and/or has an agent therein.

6 **IV.**

7 **CLASS ACTION ALLEGATIONS**

8 24. Code of Civil Procedure § 382 provides in pertinent part, “[W]hen the question is
9 one of a common or general interest, of many persons, or when the parties are numerous, and it
10 is impracticable to bring them all before the court, one or more may sue or defend for the benefit
11 of all.” Plaintiffs bring this suit as a class action under Code of Civil Procedure § 382.

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

- 14 a. All California citizens employed by Defendants as non-exempt employees (as
15 defined, supra) during the appropriate time period who were subjected to
16 Defendants’ policies and practices regarding the payment of straight time,
17 minimum and/or overtime wages as specifically described herein (hereinafter,
18 the “Wage Class”);
- 19 b. All California citizens employed by Defendants as non-exempt employees (as
20 defined, supra) during the appropriate time period who were subjected to
21 Defendants’ policies and practices regarding the calculation of overtime pay
22 as specifically described herein (hereinafter, the “Overtime Rate Class”);
- 23 c. All California citizens employed by Defendants as non-exempt employees (as
24 defined, supra) during the appropriate time period who were subjected to
25 Defendants’ policies and practices regarding the payment of reporting time
26 pay as specifically described herein (hereinafter, the “Reporting Time Class”);
- 27 d. All California citizens employed by Defendants as non-exempt employees (as
28 defined, supra) during the appropriate time period who were subjected to

Defendants’ policies and practices regarding meal periods as specifically described herein (hereinafter, the “Meal Period Class”);

e. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding paid rest periods as specifically described herein (hereinafter, the “Rest Period Class”);

f. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding business expense reimbursement as specifically described herein (hereinafter, the “Reimbursements Class”);

g. All California citizens formerly employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period who were subjected to Defendants’ policies and practices regarding vacation pay as specifically described herein (hereinafter, the “Vacation Pay Class”);

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

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

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

k. All California citizens employed by Defendants as non-exempt employees (as defined, supra) during the appropriate time period regarding whom Defendants have engaged in unlawful, unfair and/or fraudulent business acts or practices prohibited by Business & Professions Code §§ 17200, et seq. as specifically described herein (hereinafter, the “17200 Class”).

26. The Wage Class, Overtime Rate Class, Reporting Time Class, Meal Period Class, Rest Period Class, Reimbursements Class, Vacation Pay Class, Wage Statement Class, Derivative LC 203 Class, Independent LC 203 Class, and 17200 Class are herein collectively referred to as the “Classes.”

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

28. Numerosity (Code of Civil Procedure § 382):

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

29. Superiority (Code of Civil Procedure § 382): The nature of this action and the nature of the laws available to Plaintiffs make the use of the class action format particularly efficient and the appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein, as follows:

- a. California has a public policy that encourages the use of the class action device;

- 1 b. By establishing a technique whereby the claims of many individuals can be
2 resolved at the same time, the class suit both eliminates the possibility of
3 repetitious litigation and provides small claimants with a method of obtaining
4 redress for claims which would otherwise be too small to warrant individual
5 litigation;
- 6 c. This case involves large corporate Defendants and a large number of
7 individual Class members with many relatively small claims and common
8 issues of law and fact;
- 9 d. If each individual member of the Classes was required to file an individual
10 lawsuit, the large corporate Defendants would necessarily gain an
11 unconscionable advantage because Defendants would be able to exploit and
12 overwhelm the limited resources of each individual member of the Classes
13 with Defendants' vastly superior financial and legal resources;
- 14 e. Requiring each individual member of the Classes to pursue an individual
15 remedy would also discourage the assertion of lawful claims by the members
16 of the Classes who would be disinclined to pursue an action against
17 Defendants because of an appreciable and justifiable fear of retaliation and
18 permanent damage to their lives, careers, and well-being;
- 19 f. Proof of a common business practice or factual pattern, of which the members
20 of the Classes experienced, is representative of the Classes herein and will
21 establish the right of each of the members of the Classes to recover on the
22 causes of action alleged herein;
- 23 g. Absent class treatment, the prosecution of separate actions by the individual
24 members of the Classes, even if possible, would likely create:
- 25 i) a substantial risk of each individual plaintiff presenting in separate,
26 duplicative proceedings the same or essentially similar arguments and
27 evidence, including expert testimony;

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- 1 ii) a multiplicity of trials conducted at enormous expense to both the
2 judicial system and the litigants;
3 iii) inconsistent or varying verdicts or adjudications with respect to the
4 individual members of the Classes against Defendants;
5 iv) potentially incompatible standards of conduct for Defendants; and
6 v) potentially incompatible legal determinations with respect to individual
7 members of the Classes which would, as a practical matter, be
8 dispositive of the interest of the other members of the Classes who are
9 not parties to the adjudications or which would substantially impair or
10 impede the ability of the members of the Classes to protect their
11 interests.
- 12 h. The claims of the individual members of the Classes are not sufficiently large
13 to warrant vigorous individual prosecution considering all of the concomitant
14 costs and expenses attendant thereto;
15 i. Courts seeking to preserve efficiency and other benefits of class actions
16 routinely fashion methods to manage any individual questions; and
17 j. The Supreme Court of California urges trial courts, which have an obligation
18 to consider the use of innovative procedural tools to certify a manageable
19 class, to be procedurally innovative in managing class actions.

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

- 22 a. Typicality: The claims of Plaintiff Dustin L. Masters are typical of the claims
23 of all members of the Classes he seeks to represent because all members of the
24 Classes sustained injuries and damages arising out of Defendants' common
25 course of conduct in violation of law and the injuries and damages of all
26 members of the Classes were caused by Defendants' wrongful conduct in
27 violation of law, as alleged herein.

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1 b. Adequacy: Plaintiff Dustin L. Masters:

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

7 c. Predominant Common Questions of Law or Fact: There are common

8 questions of law and/or fact as to the members of the Classes which

9 predominate over questions affecting only individual members of the Classes,

10 including, without limitation:

- 11 i) Whether Defendants paid the legal and appropriate straight time pay,
- 12 minimum wage pay and/or overtime pay for all work hours to the
- 13 members of the Wage Class;
- 14 ii) Whether Defendants paid all overtime wages owed to the members of
- 15 the Overtime Rate Class at the appropriate overtime pay rate;
- 16 iii) Whether Defendants paid the appropriate minimum reporting time to the
- 17 members of the Reporting Time Class;
- 18 iv) Whether Defendants failed and continue to fail to provide legally-
- 19 required meal periods to the members of the Meal Period Class in
- 20 violation of the Labor Code and Section 11 of the IWC Wage Orders;
- 21 v) Whether Defendants failed and continue to fail to authorize and permit
- 22 paid legally-required rest periods to the members of the Rest Period
- 23 Class in violation of the Labor Code and Section 12 of the IWC Wage
- 24 Orders;
- 25 vi) Whether Defendants failed to fully reimburse for all work-related
- 26 expenses incurred by the members of the Reimbursements Class;
- 27 vii) Whether Defendants failed to timely pay all vested vacation pay to the
- 28 members of the Vacation Pay Class;

- viii) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to the members of the Wage Statement Class;
- ix) Whether Defendants are derivatively liable under Labor Code § 203 to the members of the Derivative LC 203 Class;
- x) Whether Defendants are independently liable under Labor Code § 203 to the members of the Independent LC 203 Class;
- xi) Whether Defendants' conduct constitutes unfair competition within the meaning of Business & Professions Code §§ 17200, et seq.;
- xii) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xiii) Whether the members of the Classes are entitled to injunctive relief;
- xiv) Whether the members of the Classes are entitled to restitution; and
- xv) Whether Defendants are liable for attorneys' fees and costs.

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

V.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(On Behalf of the Wage Class)

(Against All Defendants)

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

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

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

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

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

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

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

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

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

- 22 a. Administered a uniform company policy and practice as to the pay policies
23 regarding the members of the Wage Class;
- 24 b. Required the members of the Wage Class to spend time under Defendants’
25 control for work-related tasks without compensation, including but not limited
26 to, responding to texts and calls while off the clock, performing work before
27 and/or after shifts, and commuting to and/or from various jobsites; and, as
28 such,

1 c. Defendants suffered, permitted, and/or required the members of the Wage
2 Class to work without paying for all time they were under Defendants'
3 control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Administered a uniform company policy and practice regarding the payment of wages, including overtime and bonuses, to the members of the Overtime

1 Rate Class;

- 2 b. Suffered and/or permitted Plaintiff and the members of the Overtime Rate
3 Class to work in excess of eight hours per workday and/or in excess of 40
4 hours per workweek;
- 5 c. Paid the members of the Overtime Rate Class varying base rates and/or
6 differentials;
- 7 d. Failed to pay Plaintiff and the members of the Overtime Rate Class at the
8 legal rate reflecting all applicable forms of remuneration for overtime hours
9 worked as required by law.

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

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

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

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

23 **THIRD CAUSE OF ACTION**

24 **FAILURE TO PAY REPORTING TIME PAY**

25 **(On Behalf of the Reporting Time Class)**

26 **(Against All Defendants)**

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

1 forth herein.

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

5 59. Under the IWC Wage Order(s), Defendants are required to pay the members of
6 the Reporting Time Class for all hours worked, meaning the time during which an employee is
7 subject to the control of an employer.

8 60. The IWC Wage Order(s) § 5(A) states, “Each workday an employee is required to
9 report for work and does report, but is not put to work or is furnished less than half said
10 employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or
11 scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at
12 the employee’s regular rate of pay, which shall not be less than the minimum wage.”

13 61. The IWC Wage Order(s) § 5(B) states, “If an employee is required to report for
14 work a second time in any one workday and is furnished less than two (2) hours of work on the
15 second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of
16 pay, which shall not be less than the minimum wage.”

17 62. Defendants, as a matter of established company policy and procedure, at each and
18 every one of the individual facilities owned and/or operated by Defendants, regularly and
19 consistently required members of the Reporting Time Class to on the same day to see if they
20 were working, but, if not summoned to work, were paid for less than half the usual or scheduled
21 day’s work at each respective Reporting Time Class Member’s regular rate of pay.

22 63. At no time when Defendants did not pay the legally requisite reporting time pay
23 were the provisions of the IWC Wage Orders § 5(C) or (D) applicable, in that Defendants’ acts
24 were not because of threats to employees or property, public utility failures, Acts of God or other
25 causes not within Defendants’ control or employees on paid standby status.

26 64. The pattern and practice in uniform administration of corporate policy regarding
27 Defendants’ failure to pay the legal reporting time pay to the members of the Reporting Time
28 Class as described herein is unlawful and creates entitlement to recovery by the members of the

1 Reporting Time Class, in a civil action, for the unpaid balance of the full amount of the unpaid
2 wages owed, including interest thereon.

3 65. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Reporting
4 Time Class seek recovery of pre-judgment interest on all amounts recovered herein.

5 66. Under Labor Code § 218.5, the members of the Reporting Time Class request that
6 the Court award reasonable attorneys' fees and costs incurred by them in this action.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ALL MEAL PERIODS**

9 **(On Behalf of the Meal Period Class)**

10 **(Against All Defendants)**

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

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

18 69. Labor Code § 512 provides, "An employer may not employ an employee for a
19 work period of more than five hours per day without providing the employee with a meal period
20 of not less than 30 minutes, except that if the total work period per day of the employee is no
21 more than six hours, the meal period may be waived by mutual consent of both the employer and
22 employee. An employer may not employ an employee for a work period of more than 10 hours
23 per day without providing the employee with a second meal period of not less than 30 minutes,
24 except that if the total hours worked is no more than 12 hours, the second meal period may be
25 waived by mutual consent of the employer and the employee only if the first meal period was not
26 waived."

27 70. Labor Code § 516 provides that the Industrial Welfare Commission "may adopt or
28 amend working condition orders with respect to break periods, meal periods, and days of rest for

any workers in California consistent with the health and welfare of those workers.”

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

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

73. On one or more occasions, the members of the Meal Period Class worked over five hours per shift and therefore were entitled to an uninterrupted meal period of not less than 30 minutes prior to exceeding five hours of employment.

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

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

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

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

78. Under Section 11(B) of the IWC Wage Order(s) and Labor Code § 226.7(c), which states “If an employer fails to provide an employee a meal or rest or recovery period in

1 accordance with a state law, including, but not limited to, an applicable statute or applicable
2 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
3 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
4 pay the employee one additional hour of pay at the employee's regular rate of compensation for
5 each workday that the meal or rest or recovery period is not provided,” the members of the Meal
6 Period Class are entitled to damages in an amount equal to one additional hour of pay at each
7 employee’s regular rate of compensation for each work day that one or more meal periods were
8 not provided to them, in a sum to be proven at trial.

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

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO AUTHORIZE AND PERMIT ALL PAID REST PERIODS**

13 **(On Behalf of the Rest Period Class)**

14 **(Against All Defendants)**

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

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

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

25 83. Section 12(A) of the IWC Wage Order(s) states, “Every employer shall authorize
26 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
27 of each work period. The authorized rest period time shall be based on the total hours worked
28 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

1 However, a rest period need not be authorized for employees whose total daily work time is less
2 than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours
3 worked for which there shall be no deduction from wages.”

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

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

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

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

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

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

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO FULLY REIMBURSE WORK EXPENSES**

3 **(On Behalf of the Reimbursements Class)**

4 **(Against All Defendants)**

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

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

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

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

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

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

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

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

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

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

10 **SEVENTH CAUSE OF ACTION**
11 **FAILURE TO PAY VESTED VACATION PAY**
12 **(On Behalf of the Vacation Pay Class)**
13 **(Against All Defendants)**

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

17 101. Labor Code § 227.3 states in pertinent part, "[W]henver a contract of
18 employment or employer policy provides for paid vacations, and an employee is terminated
19 without having taken off his vested vacation time, all vested vacation shall be paid to him as
20 wages at his final rate in accordance with such contract of employment or employer policy
21 respecting eligibility or time served; provided, however, that an employment contract or
22 employer policy shall not provide for forfeiture of vested vacation time upon termination."

23 102. At all times relevant to this action, Defendants had a uniform and consistent
24 corporate policy, procedure and practice regarding paid vacations for the members of the
25 Vacation Pay Class.

26 103. During their employment by Defendants, the members of the Vacation Pay Class
27 were eligible to receive vacation pay pursuant to Defendants' vacation pay policy, as set forth
28 above.

1 104. During their employment by Defendants, the members of the Vacation Pay Class
2 accrued vacation time as set forth above.

3 105. The members of the Vacation Pay Class separated from their employment with
4 Defendants during the relevant time period.

5 106. Each member of the Vacation Pay Class separated from their employment with
6 Defendants without having been paid for all vested vacation time.

7 107. Defendants' consistent and uniform vacation pay policies, practices and
8 procedures resulted in Defendants failing to timely pay as wages at the final wage rate all vested
9 vacation time due and owing to the members of the Vacation Pay Class after their separation.

10 108. As such, the members of the Vacation Pay Class are entitled to damages and
11 restitution in an amount according to proof at trial.

12 109. "Based on the plain and ordinary meaning of the statutory language, Labor Code
13 section 227.3 cannot be interpreted to exclude unused vacation that vested more than two or four
14 years before the employee was terminated from the unused vacation time for which a terminated
15 employee must be paid." (*Church v. Jamison* (2006) 143 Cal.App.4th 1568, 1580.) Further,
16 "Labor Code section 227.3 cannot itself be the source of a look-back period that limits the right
17 to recover for unused vested vacation." (*Id.* at p. 1581.)

18 110. Under Labor Code § 218.6 and Civil Code § 3287, the members of the Vacation
19 Pay Class seek recovery of pre-judgment interest on all amounts recovered herein.

20 111. Under Labor Code § 218.5 and Civil Code § 3287, the members of the Vacation
21 Pay Class request that the Court award reasonable attorneys' fees and costs incurred by them in
22 this action.

23 **EIGHTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

25 **(On Behalf of the Wage Statement Class)**

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

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

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

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

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

26 117. As set forth herein in prior causes of action, Defendants failed to pay the members
27 of the Wage Statement Class all wages due and owing.

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1 118. As a result of this failure to pay wages and as a pattern and practice in violation of
2 Labor Code § 226(a) and the IWC Wage Orders § 7(A), Defendants knowingly and intentionally
3 failed to furnish accurate wage statements to the members of the Wage Statement Class,
4 including, but not limited to, failing to provide the beginning and ending of each work period,
5 meal period interval, total daily hours worked, total hours worked per pay period, and the
6 applicable rates of pay.

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

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

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

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

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

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

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

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

22 **NINTH CAUSE OF ACTION**

23 **DERIVATIVE VIOLATIONS OF LABOR CODE §§ 201-202**

24 **(On Behalf of the Derivative LC 203 Class)**

25 **(Against All Defendants)**

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

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

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

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

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

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

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

21 **TENTH CAUSE OF ACTION**

22 **INDEPENDENT VIOLATIONS OF LABOR CODE §§ 201-202**

23 **(On Behalf of the Independent LC 203 Class)**

24 **(Against All Defendants)**

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

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1 134. Labor Code § 201(a) states in pertinent part, “If an employer discharges an
2 employee, the wages earned and unpaid at the time of discharge are due and payable
3 immediately.”

4 135. Labor Code § 202(a) states in pertinent part, “If an employee not having a written
5 contract for a definite period quits his or her employment, his or her wages shall become due and
6 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous
7 notice of his or her intention to quit, in which case the employee is entitled to his or her wages at
8 the time of quitting. Notwithstanding any other provision of law, an employee who quits without
9 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests
10 and designates a mailing address. The date of the mailing shall constitute the date of payment for
11 purposes of the requirement to provide payment within 72 hours of the notice of quitting.”

12 136. Labor Code § 203 provides that if an employer willfully fails to timely pay,
13 without abatement or reduction, in accordance with Labor Code §§ 201 and 202, any wages of an
14 employee who is discharged or who quits, the wages of the employee shall continue at the same
15 rate, for up to 30 days from the due date thereof, until paid or until an action therefore is
16 commenced.

17 137. The members of the Independent LC 203 Class are no longer employed by
18 Defendants as they were either discharged from or quit Defendants’ employ.

19 138. Defendants had a consistent and uniform policy, practice and procedure of
20 willfully failing to timely pay the earned wages of Defendants’ former employees, according to
21 amendment or proof.

22 139. For example, on or about February 1, 2024, Defendants terminated the
23 employment of Plaintiff Dustin L. Masters. However, Defendants did not provide final wages to
24 Plaintiff Dustin L. Masters until February 2, 2024, i.e., one day after his employment
25 termination, and this check did not include waiting time penalties.

26 140. As such, Defendants willfully failed to pay the members of the Independent LC
27 203 Class all wages due and owing at the time of their termination or within seventy-two hours
28 of their resignation.

1 141. Defendants' willful failure to timely pay final wages to the members of the
2 Independent LC 203 Class violates Labor Code §§ 201-202 because Defendants knew or should
3 have known final wages were due to the members of the Independent LC 203 Class by a date
4 certain, but Defendants failed to pay them on a timely basis on or before that deadline.

5 142. Thus, the members of the Independent LC 203 Class are entitled to recovery
6 under to Labor Code § 203.

7 **ELEVENTH CAUSE OF ACTION**
8 **PENALTIES UNDER LABOR CODE § 2699**
9 **(On Behalf of the Aggrieved Employees)**
10 **(Against All Defendants)**

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

14 144. In addition to seeking civil penalties for the substantive Labor Code violations as
15 alleged above, Plaintiffs allege as follows:

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

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

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

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

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

1 that workweek.

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

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

- 9 a. Administered a uniform company policy and practice as to the pay policies
10 regarding Plaintiff and all other similarly situated aggrieved employees; and
11 b. Failed to pay Plaintiff and all other similarly situated aggrieved employees for
12 paid sick days in a manner that fully complies with Labor Code § 246(l).

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

17 **B. PENALTIES ASSESSED**

18 150. Under Labor Code § 2699(a) (which provides that any provision of the Labor
19 Code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its
20 departments, divisions, commissions, board agencies or employees, such civil penalties may, as
21 an alternative, be recovered through a civil action brought by an aggrieved employee on behalf
22 of himself or herself and other current or former employees) and Labor Code § 2699(f) (which
23 establishes a civil penalty for violations of all Labor Code provisions except those for which a
24 civil penalty is specifically provided), the aggrieved employees seek recovery of all applicable
25 civil penalties, as follows:

- 26 a. As applicable, for civil penalties under Labor Code § 2699(f), for all
27 violations of the Labor Code except for those for which a civil penalty is
28 specifically provided, in the amount of \$100 for each aggrieved employee per

1 pay period for the initial violation; and \$200 for each aggrieved employee per
2 pay period for each subsequent violation;

3 b. As applicable, civil penalties under Labor Code § 558 (in addition to and
4 entirely independent and apart from any other penalty provided in the Labor
5 Code), for violations of Labor Code §§ 500-556, in the amount of \$50 for
6 each underpaid aggrieved employee for each pay period the aggrieved
7 employee was underpaid, and \$100 for each subsequent violation for each
8 underpaid employee for each pay period for which the employee was
9 underpaid;

10 c. As applicable, for civil penalties under Labor Code § 1197.1 (in addition to
11 and entirely independent and apart from any other penalty provided in the
12 Labor Code), for violations of Labor Code §§ 1194 and 1197, in the amount
13 of \$100 for each underpaid aggrieved employee for each pay period the
14 aggrieved employee was intentionally underpaid, and \$250 for each
15 subsequent violation for each underpaid aggrieved employees regardless of
16 whether the initial violation was intentionally committed;

17 d. As applicable, for civil penalties under Labor Code § 210 (in addition to and
18 entirely independent and apart from any other penalty provided in the Labor
19 Code), for each employee who is/was not paid wages in accordance with
20 Labor Code §§ 204 and 204b in the amount of a civil penalty of \$100 for each
21 aggrieved employee per pay period for each initial violation, and \$200 for
22 each aggrieved employee per pay period for each subsequent violation;

23 e. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
24 entirely independent and apart from any other penalty provided in the Labor
25 Code), for each violation of Labor Code § 226(a), in the amount of \$250 for
26 each aggrieved employee per pay period for each violation and \$1,000 for
27 each aggrieved employee per pay period for each subsequent violation;

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1 f. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to
2 and entirely independent and apart from any other penalty provided in the
3 Labor Code), for each violation of Labor Code § 246(l);

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

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

10 152. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs under
11 Labor Code §§ 2699(k)(1) and any other applicable statute.

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

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

27 155. Here, Plaintiffs' civil action alleges violations of provisions listed in Labor Code
28 § 2699.5 and violations of provisions other than those listed in Labor Code § 2699.5. As such,

1 Labor Code § 2699.3(a) and § 2699.3(c) apply to this action.

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

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

13 158. As of December 8, 2024 (65 calendar days after Plaintiffs' October 4, 2024
14 LWDA letter was filed online), Plaintiffs had not received any notification that the LWDA
15 intended to investigate the alleged violations. As such, Plaintiffs have complied with Labor Code
16 § 2699.3(a) and are authorized to commence a civil action that includes a cause of action under
17 Labor Code § 2699.

18 159. Further, as of November 7, 2024 (33 calendar days after Plaintiffs' October 4,
19 2024 LWDA letter was mailed to Defendants via certified mail), Plaintiffs have not received
20 from Defendants written notice by certified mail that the alleged violations have been cured,
21 including a description of actions taken. As such, Plaintiffs have complied with Labor Code §
22 2699.3(c) and are authorized to commence a civil action that includes a cause of action under
23 Labor Code § 2699.

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

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

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

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

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

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

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

166. Defendants’ use of such practices constitutes an unfair business practice and unfair competition and provides an unfair advantage over Defendants’ competitors.

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

1 As to the Second Cause of Action for Failure to Pay All Overtime Wages at the Legal Overtime

2 Pay Rate:

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

9 As to the Third Cause of Action for Failure to Pay Reporting Time Pay:

- 10 j. For recovery of the unpaid balance of the full amount of the unpaid reporting time
11 pay due and owing, according to proof;
- 12 k. For pre-judgment interest as allowed by Labor Code § 218.6 and Civil Code §
13 3287;
- 14 l. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;

15 As to the Fourth Cause of Action for Failure to Provide Meal Periods:

- 16 m. For one hour of pay at the regular rate of compensation for each member of the
17 Meal Period Class for each workday that a meal or rest period was not provided;
- 18 n. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;
- 19 o. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
20 3287;

21 As to the Fifth Cause of Action for Failure to Authorize and Permit Paid Rest Periods:

- 22 p. For one hour of pay at the regular rate of compensation for each member of the Rest
23 Period Class for each workday that a meal or rest period was not provided;
- 24 q. For an award of reasonable attorneys' fees and costs under Labor Code § 218.5;
- 25 r. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
26 3287;

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

- 2 s. For recovery of the unpaid balance for all necessary expenditures and losses
3 incurred in direct consequence of the discharge of Defendants' duties;
4 t. For interest thereon at the same rate as judgments in civil actions, accruing from the
5 date on which each member of the Reimbursements Class incurred the necessary
6 expenditure or loss, under Labor Code § 2802(b);
7 u. For reasonable attorneys' fees and costs under Labor Code § 2802(c);

8 As to the Seventh Cause of Action for Failure to Pay Vested Vacation Pay:

- 9 v. For damages regarding wages due and owing, according to proof;
10 w. For pre-judgment interest as authorized by Labor Code § 218.6 and Civil Code §
11 3287;
12 x. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §
13 218.5;

14 As to the Eighth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage
15 Statements:

- 16 y. For recovery as authorized by Labor Code § 226(e);
17 z. For an award of costs and reasonable attorneys' fees under Labor Code §§
18 226(e)/(g);

19 As to the Ninth Cause of Action for Derivative Violations of Labor Code §§ 201-202:

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

21 As to the Tenth Cause of Action for Independent Violations of Labor Code §§ 201-202:

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

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

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

- 1 dd. As applicable, for civil penalties under Labor Code § 558, in addition to and
2 entirely independent and apart from other penalties in the Labor Code, as follows:
- 3 i) For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
4 employee for each pay period for which the employee was underpaid; and
- 5 ii) For each subsequent violation, one hundred dollars (\$100) for each aggrieved
6 underpaid employee for each pay period for which the employee was underpaid;
- 7 ee. As applicable, for civil penalties under Labor Code § 1197.1, in addition to and
8 entirely independent and apart from other penalties in the Labor Code, as follows:
- 9 i) For any initial violation that is intentionally committed, \$100 for each aggrieved
10 underpaid employee for each pay period for which the employee was underpaid;
11 and
- 12 ii) For each subsequent violation, regardless of whether the initial violation is
13 intentionally committed, \$250 for each aggrieved underpaid employee for each
14 pay period for which the employee was underpaid;
- 15 ff. As applicable, for civil penalties under Labor Code § 210, in addition to and
16 entirely independent and apart from other penalties in the Labor Code, in the
17 amount of \$100 for each aggrieved employee per pay period for each violation, and
18 \$200 for each aggrieved employee per pay period for each subsequent violation;
- 19 gg. As applicable, for civil penalties under Labor Code § 226.3, in addition to and
20 entirely independent and apart from other penalties in the Labor Code, in the
21 amount of \$250 for each aggrieved employee per pay period for each violation, and
22 \$1,000 for each aggrieved employee per pay period for each subsequent violation;
- 23 hh. As applicable, for civil penalties under Labor Code § 248.5(e) (in addition to and
24 entirely independent and apart from any other penalty provided in the Labor Code),
25 for each violation of Labor Code § 246(I), in the amount of \$250;
- 26 ii. For an award of reasonable attorneys' fees and costs incurred under Labor Code §
27 2699(g)(1); and
- 28 jj. For such relief as this Court may deem just and proper;

1 As to the Twelfth Cause of Action for Unfair Business Practices:

- 2 kk. For an accounting, under administration of Plaintiffs and/or the receiver and subject
3 to Court review, to determine the amount to be returned by Defendants, and the
4 amounts to be refunded to members of the Classes who are owed monies by
5 Defendants;
- 6 ll. For an Order requiring Defendants to identify each of the members of the Classes
7 by name, home address, home telephone number and, if available, email address;
- 8 mm. For an Order requiring Defendants to make full restitution and payment under
9 California law;
- 10 nn. For an Order for a preliminary and/or permanent injunction prohibiting Defendants
11 from engaging in the acts complained of herein;
- 12 oo. For the creation of an administrative process wherein each injured member of the
13 Classes may submit a claim in order to receive his/her money;
- 14 pp. For all other appropriate injunctive, declaratory and equitable relief;
- 15 qq. For interest to the extent permitted by law;
- 16 rr. For an award of attorneys' fees and costs incurred in the investigation, filing and
17 prosecution of this action under Code of Civil Procedure § 1021.5, Business &
18 Professions Code §§ 17200, et seq., Labor Code § 1194 and/or any other applicable
19 provision of law;

20 As to All Causes of Action:

- 21 ss. For such relief as this Court may deem just and proper, including reasonable
22 attorneys' fees and costs incurred.

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VII.

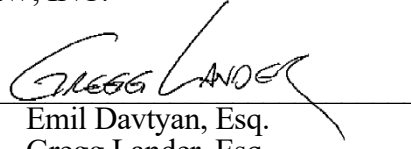
DEMAND FOR JURY TRIAL

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

Dated: December 9, 2024

D.LAW, INC.

By: _____



Emil Davtyan, Esq.

Gregg Lander, Esq.

Vanessa M. Ruggles, Esq.

Attorneys for Plaintiffs

EXHIBIT 1

October 4, 2024

Submitted at <https://www.dir.ca.gov> with \$75 filing fee

PAGA Administrator
California Labor and Workforce Development Agency
PAGAfiling@dir.ca.gov

Re: Weatherproofing Technologies, Inc. (the “Employer”)

NOTICE OF LABOR CODE VIOLATIONS UNDER LABOR CODE § 2699.3

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

From: Dustin L. Masters (the “Employee”), who was subjected to the wage and hour practices set forth below

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

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

First, the Employer ailed to pay all straight time, minimum, and/or overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control. For example, the Employer required the Employee and other aggrieved employees to respond to texts and calls while off the clock, perform work before and/or after shifts, and commute to and/or from various jobsites. Because the Employer failed to pay all straight time wages, minimum wages, and overtime wages due for the time the Employee and other aggrieved employees were subject to the Employer’s control, the Employer violated Labor Code §§ 510, 1194, 1197 and/or 1198 and the applicable Industrial Wage Order, and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Second, the Employer paid the Employee and other aggrieved employees varying base rates and/or differentials but failed to properly incorporate such rates into the regular rate of pay for calculation of the overtime rate. rates. As such, the Employer violated Labor Code §§ 510, 1194, 1197, 1198 and the applicable Industrial Wage Order and owes penalties under Labor Code §§ 2699(f), 1197.1, and/or 558.

Third, the Employee and other aggrieved employees were sometimes required to call in on the same day to see if they were working, but, if not summoned to work, were paid for less than half the usual or scheduled day’s work at each such employee’s regular rate of pay, in violation of the applicable Industrial Wage Order § 5(A)/(B) and Labor Code § 1198. As such, the Employer owes penalties under Labor Code §§ 2699(a)/(f), 1197.1, and/or 558.



Fourth, the Employer failed to timely provide all legally compliant meal breaks (including second meal breaks) to the Employee and other aggrieved employees, because the Employer failed to relinquish all control and/or because meal breaks were missed, interrupted, short and/or late. The Employee and other aggrieved employees routinely worked over five hours but did not always get lawful full thirty-minute uninterrupted meal breaks within the first five hours of their shifts. Further, they sometimes worked over ten and/or twelve hours but were not timely provided a legally compliant second meal break. The Employer did not always pay a meal period penalty for these violations. As such, the Employer violated Labor Code §§ 226.7, 512 and 516 and the applicable Industrial Wage Order ¶ 11 and owes penalties under Labor Code §§ 2699(f) and/or 558.

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

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

Seventh, the Employer offered the Employee and other aggrieved employees vacation benefits. However, in violation of Labor Code § 227.3, the Employee and other aggrieved employees separated from the Employer's employment without receiving all vacation benefits accrued and owing. As such, the Employer owes the Employee and other separated aggrieved employees unpaid accrued vacation benefits and owes penalties under Labor Code §§ 2699(a)/(f) and/or 558.

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

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



PAGA Administrator
Re: Weatherproofing Technologies, Inc.
October 4, 2024
Page 3

Tenth, also regarding waiting time penalties, and in addition to the derivative violations of Labor Code § 203 set forth above, the Employer did not timely pay the Employee and other separated aggrieved employees all wages due and owing in a timely manner. For example, the Employer terminated the Employee on February 1, 2024, so his final wages were immediately due and owing. However, the Employer willfully failed to pay the Employee his final wages until February 2, 2024. Therefore, the Employer violated Labor Code §§ 201-203 and owes penalties under Labor Code §§ 2699(f) and/or 201-203.

Eleventh, the Employer failed to always provide the Employee and other aggrieved employees with paid sick days paid at the regular rate of pay. The Employer paid the Employee and other aggrieved employees varying base rates and/or differentials. However, the Employer did not include all forms of remuneration in the sick pay rate in violation of Labor Code § 246(l) and owes penalties under Labor Code §§ 2699(a)/(f), 248.5, and/or 558.

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

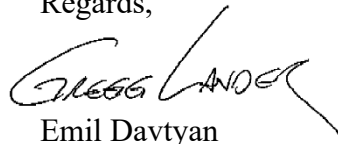
Further, under Labor Code § 2699.3(c)(2)(A), the Employer may cure the alleged violations within 33 calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

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

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

Thank you for your consideration.

Regards,



Emil Davtyan
Gregg Lander
Vanessa M. Ruggles

cc: (via Certified Mail)
Weatherproofing Technologies, Inc.
3735 Green Road
Beachwood, OH 44122

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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

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

**FIRST AMENDED COMPLAINT (AMENDED AS A MATTER OF RIGHT
UNDER LABOR CODE § 2699.3(a)(2)(C))**

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

Attorneys for Defendant Weatherproofing Technologies, Inc.:

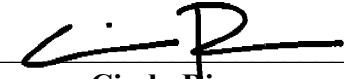
Steven A. Groode, Esq.
Michael W. Nelson, Esq.
LITTLER MENDELSON, P.C.
Treat Towers
1255 Treat Boulevard, Suite 600
Walnut Creek, CA 94597
Tel.: (925) 932-2468 / Fax: (925) 946-9809
Emails: SGroode@littler.com
MWnelson@littler.com

using the following service method:

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

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

Executed on **December 9, 2024**, at Los Angeles, California.


Cindy Rivas