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Electronically FILED by
Superior Court of California,
County of Los Angeles
12/23/2024 5:44 PM
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By C. Vega, Deputy Clerk

Attorney for Plaintiffs,
JUAN CARLOS ALVAREZ, on behalf
of all others similarly situated, and also on behalf of all aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JUAN CARLOS ALVAREZ, an individual, on
behalf of all others similarly situated, and also
on behalf of all aggrieved employees,

Plaintiffs,

v.

GALAXY SECURITY COMPANY, INC., a
California corporation; MICHAEL
VALCARCE, an individual, and DOES 1
through 20, inclusive,

Defendants.

CLASS ACTION COMPLAINT

Case No. **24STCV34083**

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FAILURE TO PAY SICK TIME (CAL. LABOR CODE §246);**
- 5. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
- 6. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);**
- 7. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 8. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 9. PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ.);**

**10. UNFAIR COMPETITION (BUS. & PROF.
CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

PLAINTIFF, JUAN CARLOS ALVAREZ, an individual on behalf of himself and all other similarly situated employees, and also on behalf of all aggrieved employees (hereinafter collectively referred to as “Class Plaintiffs”), hereby files this Complaint against Defendants GALAXY SECURITY COMPANY, INC., a California corporation, MICHAEL VALCARCE, an individual, and DOES 1 through 20 (hereinafter collectively referred to as “Defendants”). Plaintiffs are informed and believe, and thereon allege as follows:

INTRODUCTION

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

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

3. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from March 30, 2023 up to and through the time of trial for this matter. This is hereinafter the “Class Period.”

4. The “Class Plaintiffs” are all current and former non-exempt employees, whom were employed by Defendants from on or about March 30, 2023, up to and through the time of trial in this matter.

JURISDICTION AND VENUE

5. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action is properly filed in Los Angeles County, because Defendants’ obligations and liability arise therein,

1 because Defendants maintain offices and transact business within Los Angeles County, and because the
2 work that is the subject of this action was performed by Class Plaintiffs in Los Angeles County.

3 6. The California Superior Court has jurisdiction in this matter because both the individual
4 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
5 of the Superior Court and will be established at trial, according to proof.

6 7. The California Superior Court also has jurisdiction in this matter because during their
7 employment with Defendants, Class Plaintiffs, were all California citizens and Defendants GALAXY
8 SECURITY COMPANY, INC. AND MICHAEL VALCARCE, conducted and transacted business
9 throughout Los Angeles County. Further there is no federal question at issue, as the issues herein are
10 based solely on California statutes and law.

11
12 **THE PARTIES**

13 **PLAINTIFF JUAN CARLOS ALVAREZ**

14 8. Plaintiff JUAN CARLOS ALVAREZ (“ALVAREZ”) is an individual over the age of
15 eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of
16 California.

17 9. Plaintiff ALVAREZ worked for Defendants as a “security guard” from on or about July
18 21, 2022 to March 17, 2024.

19
20 **DEFENDANT GALAXY SECURITY COMPANY, INC.**

21 10. Defendant GALAXY SECURITY COMPANY, INC. (hereinafter “GALAXY”) was and
22 is a California corporation doing business throughout the State of California. At all relevant times,
23 Defendant GALAXY employed 26 or more employees.

24
25 **DEFENDANT MICHAEL VALCARCE**

26 11. Defendant MICHAEL VALCARCE (hereinafter “VALCARCE”) was and is an
27 individual, and is now and at all times mentioned in this Complaint was a citizen of the State of California.
28

DOES 1 – 20, INCLUSIVE

12. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were licensed to do business and/or actually doing business in California.

13. Class Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious names pursuant to CCP §474.

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

ALL DEFENDANTS

15. 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.

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

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

18. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

19. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

1 20. Defendants, and each of them, at all times mentioned in this Complaint approved of,
2 condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this
3 Complaint.

4 21. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted
5 the acts and omissions of each and every one of the other Defendants thereby proximately causing the
6 damages alleged in this Complaint.

7 22. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants,
8 and each of them, including those defendants named as DOES 1-20 acted in concert with one another to
9 commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one
10 another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further
11 informed and believe, and based thereupon allege, that Defendants, and each of them, including those
12 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
13 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
14 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

15 23. Whenever and wherever reference is made in this complaint to any act or failure to act
16 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
17 and/or failures to act by each Defendant acting individually, jointly and severally.

18
19 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

20 24. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
21 a unity of interest and ownership between GALAXY, VALCARCE, and DOES 1-20 (collectively
22 “Defendants”) that the individuality and separateness of defendants have ceased to exist.

23 25. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
24 formation of purported corporate existence, GALAXY, VALCARCE and DOES 1-20 are, in reality, one
25 and the same, including, but not limited to because:

26 a. GALAXY and VALCARCE are completely dominated and controlled by DOES
27 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
28

1 have hidden and currently hide behind GALAXY and VALCARCE to perpetrate frauds, circumvent
2 statutes, or accomplish some other wrongful or inequitable purpose.

3 b. DOES 1-20 derive actual and significant monetary benefits by and through
4 GALAXY and VALCARCE's unlawful conduct, and by using GALAXY and VALCARCE as the
5 funding source for their own personal expenditures.

6 c. GALAXY, VALCARCE and DOES 1-20, while really one and the same, were
7 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing
8 a statute, or accomplishing some other wrongful or inequitable purpose.

9 d. GALAXY and VALCARCE do not comply with all requisite corporate
10 formalities to maintain a legal and separate corporate existence.

11 e. The business affairs of GALAXY, VALCARCE and DOES 1-20 are, and at all
12 times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the
13 same are in inextricable confusion. GALAXY and VALCARCE are at all times relevant hereto, used
14 by DOES 1-20 as a mere shell and conduit for the conduct of certain of GALAXY and VALCARCE's
15 affairs, and are, and were, the alter ego of DOES 1-20. The recognition of the separate existence of
16 GALAXY and VALCARCE would not promote justice, in that it would permit GALAXY and
17 VALCARCE to insulate themselves from liability to Plaintiffs for violations of the Labor Code, Business
18 and Professions Code and other statutory violations. The corporate existence of GALAXY, and
19 VALCARCE and DOES 1-20 should be disregarded in equity and for the ends of justice because such
20 disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

21 26. Accordingly, GALAXY and VALCARCE constitute the alter ego of DOES 1-20, and the
22 fiction of their separate corporate existence must be disregarded.

23 27. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
24 based thereon allege that GALAXY, VALCARCE and DOES 1-20 are Plaintiffs' joint employers by
25 virtue of a joint enterprise, and that Plaintiffs were employees of GALAXY, VALCARCE and DOES
26 1-20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit
27 of all Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs
28

1 as employees, either directly or indirectly, and the manner in which GALAXY, VALCARCE's business
2 was and is conducted.

3 28. Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that
4 as and between DOES 1-20, GALAXY and VALCARCE, (1) there is an express or implied agreement
5 of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of GALAXY and
6 VALCARCE, (2) the transaction between DOES 1-20 and GALAXY and VALCARCE amounts to a
7 consolidation or merger of entities, (3) DOES 1-20 is a mere continuation of GALAXY and
8 VALCARCE, or (4) the transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability
9 for GALAXY and VALCARCE's debts. Accordingly, DOES 1-20 are the successors of GALAXY and
10 VALCARCE, and are liable on that basis.

11 CLASS ACTION ALLEGATIONS

12
13 29. The Class Plaintiffs are entitled to the protections of the California Labor Code and the
14 Wage Order.

15 30. The Class Plaintiffs were not paid the California statutory minimum wage for all hours
16 worked.

17 31. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week
18 and were not paid an overtime premium. Accordingly, the Class Plaintiffs were entitled to be paid
19 overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

20 32. Defendants failed to provide Class Plaintiffs with paid sick leave. Class Plaintiffs worked
21 for Defendants for more than 30 days and were thus entitled to accrued paid sick leave at the rate of 1
22 hour every 30 hours worked.

23 33. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes
24 every four hours worked, as required by California Labor Code §226.7.

25 34. The Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes
26 for every five hours worked, as required by California Labor Code §512.

1 35. Defendants failed to maintain working conditions that comply with the Wage Order,
2 failed to timely provide them with accurate written wage statements, and failed to timely pay them
3 earned wages during employment.

4 36. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or
5 general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them
6 all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a
7 class action pursuant to CCP §382.

8 37. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly
9 situated individuals who are presently employed or were formerly employed by Defendants as security
10 guards (including in any of Defendants' job positions with substantially similar titles and/or duties) in
11 California from March 30, 2023 through trial who were : (1) were not paid minimum wage for all hours
12 worked; (2) were not paid overtime compensation for all overtime hours worked; (3) were not provided
13 paid sick leave; (4) were not provided legally compliant rest periods; (5) were not provided legally
14 complaint meal periods; (6) were not provided accurate wage statements, or (7) were not paid all earned
15 wages timely upon termination of their employment.

16 38. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
17 individuals who were formerly employed by Defendants in California from March 30, 2023, through
18 trial whose employment ended or was terminated. Hereinafter, this is referred to as the "Terminated
19 Employee SubClass."

20 39. The Class and the Terminated SubClass are herein collectively referred to as the
21 "Classes."

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

25 41. Numerosity (CCP §382):

- 26 a. The potential quantity of members of the Classes as defined is so numerous that
27 joinder of all members is unfeasible and impractical;
28

- 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 Class 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.

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

- a. California has a public policy which encourages the use of the class action device;
- b. By establishing a technique whereby the claims of many individuals can be resolved at the same time, the class suit both eliminates the possibility of repetitious litigation and provides small claimants with a method of obtaining redress for claims which would otherwise be too small to warrant individual litigation;
- c. This case involves large corporate Defendants and a large number of individual Class members with many relatively small claims and common issues of law and fact;
- d. If each individual member of the Classes were required to file an individual lawsuit, the large corporate Defendants would necessarily gain an unconscionable advantage because Defendants would be able to exploit and overwhelm the limited resources of each individual member of the Classes with Defendants' vastly superior financial and legal resources;
- e. Requiring each individual member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by the members of the Classes who would be disinclined to pursue an action against Defendants because of an appreciable and justifiable fear of retaliation and permanent damage to their lives, careers, and well-being;

- 1 f. Proof of a common business practice or factual pattern, of which the members of the
2 Classes experienced, is representative of the Classes herein and will establish the right
3 of each of the members of the Classes to recover on the causes of action alleged
4 herein;
- 5 g. Absent class treatment, the prosecution of separate actions by the individual members
6 of the Classes, even if possible, would likely create:
- 7 i) a substantial risk of each individual Plaintiff presenting in separate,
8 duplicative proceedings the same or essentially similar arguments and
9 evidence, including expert testimony;
 - 10 ii) a multiplicity of trials conducted at enormous expense to both the judicial
11 system and the litigants;
 - 12 iii) inconsistent or varying verdicts or adjudications with respect to the
13 individual members of the Classes against Defendants;
 - 14 iv) potentially incompatible standards of conduct for Defendants; and
 - 15 v) potentially incompatible legal determinations with respect to individual
16 members of the Classes which would, as a practical matter, be dispositive
17 of the interest of the other members of the Classes who are not parties to
18 the adjudications or which would substantially impair or impede the
19 ability of the members of the Classes to protect their interests.
- 20 h. The claims of the individual members of the Classes are not sufficiently large to
21 warrant vigorous individual prosecution considering all of the concomitant costs and
22 expenses attendant thereto;
- 23 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
24 fashion methods to manage any individual questions; and
- 25 j. The Supreme Court of California urges trial courts, which have an obligation to
26 consider the use of innovative procedural tools to certify a manageable class, to be
27 procedurally innovative in managing class actions.
- 28

1 43. Well-defined Community of Interest: Plaintiffs also meet the established standards for
2 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
3 follows:

4 a. Typicality: The claims of Plaintiff ALVAREZ are typical of the claims of all
5 members of the Classes she seeks to represent because he has been subject to all the
6 violations described herein, as have all members of the Classes sustained injuries and
7 damages arising out of Defendants' common course of conduct in violation of law
8 and the injuries and damages of all members of the Classes were caused by
9 Defendants' wrongful conduct in violation of law, as alleged herein.

10 b. Adequacy: Plaintiff ALVAREZ:

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

16 c. Predominant Common Questions of Law or Fact: There are common questions of law
17 and/or fact as to the members of the Classes which predominate over questions
18 affecting only individual members of the Classes, including, without limitation:

- 19 i) Whether Defendants failed to pay Class Plaintiffs the California statutory
20 minimum wage for all hours worked in violation of the Labor Code and
21 Section 1 of the IWC Wage Orders;
22 ii) Whether Defendants failed to pay Class Plaintiffs an overtime premium
23 for all hours over 8 in a day or 40 in a week in violation of the Labor Code
24 and Section 1 of the IWC Wage Orders;
25 iii) Whether Defendants failed to provide Class Plaintiffs with paid sick leave
26 in violation of the Labor Code;

- iv) Whether Defendants failed and continue to fail to authorize and permit legally-requisite rest breaks to Class Plaintiffs in violation of the Labor code and Section 1 of the IWC Wage Orders;
- v) Whether Defendants failed and continue to fail to authorize and permit legally-requisite meal periods to Class Plaintiffs in violation of the Labor Code and Section 1 of the IWC Wage Orders;
- vi) Whether Defendants failed to timely furnish accurate, itemized and legal wage statements to Class Plaintiffs;
- vii) Whether Defendants are derivatively liable pursuant to Labor Code §203 to the Terminated Employee SubClass;
- viii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent competition within the meaning of B&PC §17200, et seq.;
- ix) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent business practices within the meaning of B&PC § 17200, et seq.;
- x) Whether the members of the Classes are entitled to compensatory damages, and if so, the means of measuring such damages;
- xi) Whether the members of the Classes are entitled to injunctive relief;
- xii) Whether the members of the Classes are entitled to restitution; and
- xiii) Whether Defendants are liable for attorneys' fees and costs.

44. Whether each member of the Classes might be required to ultimately justify an individual claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232, 238).

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY WAGES DUE
LABOR CODE §§201, 226.7, 512, 1194
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

45. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

46. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned and required by 8 Code of Regulations §11040, as set forth hereinabove. As alleged herein, Defendants routinely failed to pay Class Plaintiffs minimum wage, overtime compensation and failed to compensate them for missed rest and meal breaks.

47. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

48. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST ALL DEFENDANTS

49. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

50. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the minimum wage for every hour worked.

1 51. In the four years immediately preceding the filing of this complaint, Defendants failed and
2 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor
3 Code §1182.12.

4 52. Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged herein is
5 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
6 action for the unpaid balance of the full amount of the unpaid wages owed.

7 53. Pursuant to Labor Code §1194, Class Plaintiffs request that the court award reasonable
8 attorneys' fees and costs incurred by Class Plaintiffs in this action.

9 54. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
10 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus interest thereon.

11
12 **THIRD CAUSE OF ACTION**
13 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
14 **LABOR CODE §§510, 1194**
15 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
16 **AGAINST ALL DEFENDANTS**

17 55. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
18 forth in full herein.

19 56. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
20 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
21 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
22 hours in a single day. It also requires employers to pay their non-exempt employees overtime
23 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
24 work week and double-time compensation for any work done beyond the first eight hours on the seventh
25 consecutive day of work.

26 57. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
27 §510, 8 Code of Regulations §11040, and Industrial Welfare Commission Order No. 4-2001.

1 58. At all relevant times, Class Plaintiffs were required to work more than eight hours per
2 day and/or more than 40 hours per workweek.

3 59. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime
4 compensation required by Labor Code §510, 8 Code of Regulations §11040, and Industrial Welfare
5 Commission Order No. 4-2001.

6 60. From March 30, 2023 through trial, Class Plaintiffs worked overtime hours each week,
7 all of which should have been paid at 1.5 times their regular hourly wage rate at that time. Defendants
8 failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately preceding the
9 filing of this complaint.

10 61. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
11 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled
12 to recover such amounts, plus interest thereon, attorneys' fees and costs.

13
14 **FOURTH CAUSE OF ACTION**
15 **FOR FAILURE TO PAY SICK TIME**
16 **LABOR CODE §246**
17 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
18 **AGAINST ALL DEFENDANTS**

19 62. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
20 as though set forth in full herein.

21 63. An employee who works in California for the same employer for 30 or more days within
22 a year from the commencement of employment is entitled to paid sick days. An employee shall accrue
23 paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the
24 commencement of employment.

25 64. At all relevant times, Class Plaintiffs worked for Defendants for more than 30 days and
26 were thus entitled to paid sick days.

27 65. At all relevant times, Defendants failed to provide to Class Plaintiffs, not less than one
28 hour of sick leave for every thirty hours worked.

1 66. Paid sick time for nonexempt employees shall be calculated in the same manner as the
2 regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the
3 employee actually works overtime in that workweek.

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

7 68. Paid sick time for exempt employees shall be calculated in the same manner as the
8 employer calculates wages for other forms of paid leave time.

9
10 **FIFTH CAUSE OF ACTION**
11 **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
12 **LABOR CODE §§226.7, 516**
13 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
14 **AGAINST ALL DEFENDANTS**

15 69. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
16 forth in full herein.

17 70. Labor Code §226.7 requires an employer to provide every employee with an
18 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
19 substantial portion thereof, and further prohibits an employer from requiring "an employee to work
20 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
21 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
22 Standards Board, or the Division of Occupational Safety and Health."

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

26 72. Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and
27 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
28 work period. The authorized rest period time shall be based on the total hours worked daily at a rate of

1 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
2 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
3 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
4 wages.”

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

9 74. The Class Plaintiffs sometimes worked over 4 hours per shift.

10 75. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
11 exceeding 4 hours of employment.

12 76. As a matter of Defendants’ established company policy, Defendants failed to always
13 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
14 and Section 12 of the IWC Wage Order(s).

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

21 78. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
22 for prejudgment interest on all amounts recovered herein.

SIXTH CAUSE OF ACTION
FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS
LABOR CODE §§226.7, 512
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

79. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

80. Labor Code §512 requires employers to provide every employee with an uninterrupted meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

81. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

82. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001, as follows.

83. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to be determined at trial.

84. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8 Code of Regulations §11040 and Industrial Welfare Commission Order No. 4-2001. Consequently, Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that he or he was denied such meal periods.

85. Class Plaintiffs have been deprived of his or her rightfully earned compensation for missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

86. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

SEVENTH CAUSE OF ACTION
FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS
LABOR CODE §§226
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

87. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set forth in full herein.

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

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

90. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California employers are required to maintain accurate records pertaining to the total hours worked for Defendants by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

91. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all

1 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
2 pay period and the corresponding number of hours worked at each hourly rate by each respective
3 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
4 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
5 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

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

10 93. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
11 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
12 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
13 reference to other documents or information.

14 94. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
15 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
16 written accurate itemized statements showing all requisite information, including but not limited to total
17 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
18 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
19 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
20 the correct information regarding various items, including but not limited to total hours worked by the
21 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate.

23 95. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
24 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:

- 25 a. Confusion over whether they received all wages owed them by Defendants;
- 26 b. The difficulty and expense of attempting to reconstruct time and pay records;
- 27 c. Being forced to engage in mathematical computations to analyze whether
- 28 Defendants' wages in fact compensated for all hours worked;

- 1 d. The inability to accurately calculate wage rates complicated by the fact that wage
2 statement information required by Labor Code §226 is missing;
3 e. That such practice prevents the Class Plaintiffs from being able to effectively
4 challenge information on their wage statements; and/or
5 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
6 required to collect and analyze the very information that California law requires.

7 96. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
8 four thousand dollars (\$4,000.00), whichever is greater.

9 97. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
10 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

11 98. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
12 an award of costs and reasonable attorneys' fees.

13
14 **EIGHTH CAUSE OF ACTION**
15 **FOR WAITING TIME PENALTIES**
16 **LABOR CODE §203**

17 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**

18 **AGAINST ALL DEFENDANTS**

19 99. The Terminated Employee SubClass re-alleges and incorporates by reference the above
20 paragraphs as though set forth in full herein.

21 100. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
22 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is
23 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
24 days from the due date thereof, until paid or until an action therefore is commenced.

25 101. The members of the Terminated Employee SubClass are no longer employed by
26 Defendants as they were either discharged from or quit Defendants' employ.

1 102. Defendants had a consistent and uniform policy, practice and procedure of willfully
2 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
3 amendment or proof.

4 103. As set forth above, Defendants willfully failed to pay the members of the Terminated
5 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
6 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

7 104. Defendants' willful failure to pay wages to the members of the Terminated Employee
8 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due
9 to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
10 them.

11 105. Thus, the members of the Terminated Employee SubClass are entitled to recovery
12 pursuant to Labor Code §203, as well as attorneys' fees and costs.

13
14 **NINTH CAUSE OF ACTION**
15 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEY GENERAL ACT**
16 **LABOR CODE §2699**
17 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
18 **AGAINST ALL DEFENDANTS**

19 106. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
20 forth in full herein.

21 107. Under Labor Code §2699, Class Plaintiffs, as aggrieved employees, may bring an action
22 against Defendants, on behalf of herself and other current or former employees, seeking statutory civil
23 penalties for Defendants' violations of the California Labor Code.

24 108. Class Plaintiffs were aggrieved employees within the meaning of Labor Code §2699(a)
25 and 2699.3(a), as Defendants have committed multiple California Labor Code violations against them,
26 as previously pleaded in this Complaint.

27 109. On October 1, 2024, more than 65 calendar days before filing this Complaint, Class
28 Plaintiffs provided written notice by online filing to the Labor and Workforce Development Agency and

1 to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby
2 satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§ 201,
3 202, 203, 226, 226.7, 226.8, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, each of which is enumerated
4 among the serious violations set forth in Labor Code §2699.5.

5 110. Under Labor Code §2699.3(c)(2)(A), Defendants may cure alleged violations within 33
6 calendar days of the postmarked date of the written notice sent by Class Plaintiffs. As of the filing of this
7 Complaint, Defendants have not cured such violations within the specified time period. Consequently,
8 Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3

9 111. As of the filing of this Complaint, Class Plaintiffs has not received any response from the
10 Labor and Workforce Development Agency on its intent to pursue an action against Defendants.
11 Consequently, Class Plaintiffs may now commence a civil action, pursuant to Labor Code §2699.3.

12 112. As a direct and proximate result of Defendants' California Labor Code violations as set
13 forth in this Complaint, Plaintiffs are entitled to civil penalties of \$100 for each aggrieved employee per
14 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
15 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
16 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
17 provide for a penalty, §§201, 226, 226.3, 246.5, and 558.

18 113. Plaintiffs, as a personal representative of the general public, will and does seek to recover
19 any and all penalties for each and every violation shown to exist or to have occurred during the one year
20 period before Plaintiffs filed Notice with the LWDA of her intent to bring this action, in an amount
21 according to proof, as to those penalties that are otherwise only available to public agency enforcement
22 actions. Funds recovered will be distributed in accordance with the PAGA, with at least 75% of the
23 penalties recovered being reimbursed to the State of California and the Labor and Workforce
24 Development Agency. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the
25 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i). This claim under Labor Code §2699
26 and §2699.3 et seq., does not require class certification as it is brought pursuant to the Private Attorneys
27 General Act.
28

TENTH CAUSE OF ACTION
FOR UNFAIR COMPETITION
BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.
(ON BEHALF OF THE CLASS PLAINTIFFS)
AGAINST ALL DEFENDANTS

114. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

115. B&PC §17200 provides in pertinent part “[U]nfair competition shall mean and include any unlawful, unfair or fraudulent business act...”

116. B&PC §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.”

117. B&PC §17204 provides that an action for 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.

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

119. 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.

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

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

122. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair practices complained of herein.

123. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

124. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction prohibiting Defendants from engaging in the foregoing conduct.

125. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary relief sought from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray:

1. That the Court issue an Order certifying the Classes herein, appointing the named Plaintiff ALVAREZ as representative of all others similarly situated, and appointing the law firm(s) representing the named Plaintiff ALVAREZ as counsel for the Class Plaintiffs;

As to the First Cause of Action for Failure to Pay Wages:

- a. For recovery of the unpaid balance of the full amount of wages due and owing, according to proof;
- b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194, 1194.2;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or Labor Code §1194(a);

As to the Second Cause of Action for Failure to Pay Minimum Wages:

- a. For recovery of the unpaid balance of the full amount of minimum wages due and owing, according to proof;
- b. For liquidated damages pursuant to Labor Code §1194;
- c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §1194;

1 As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- 2 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,
3 according to proof;
4 b. For prejudgment interest as allowed by Labor Code §510;
5 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
6 Labor Code §1194(a);

7 As to the Fourth Cause of Action for Failure to Pay Sick Pay:

- 8 a. For all sick pay Class Plaintiffs are entitled to.

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

- 10 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
11 Rest Period Class for each workday that a paid rest period was not provided;
12 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

13 As to the Sixth Cause of Action for Failure to Authorize and Permit Meal Periods:

- 14 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
15 Meal Period Class for each workday that a meal period was not provided;
16 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

17 As to the Seventh Cause of Action for Failure to Timely Furnish Accurate Itemized Wage

18 Statements:

- 19 a. For damages according to proof;
20 b. For recovery as authorized by Labor Code §226(e) and 226.3;
21 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
22 §226(g);

23 As to the Eight Cause of Action for Derivative Violations of Labor Code §203:

- 24 a. For recovery as authorized by Labor Code §203;
25 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
26 Labor Code §1194(a);

27 ///

28 ///

1 As to the Ninth Cause of Action for Derivative Violations of Labor Code §2699:

- 2 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent
3 and apart from other penalties in the Labor Code and for Labor Code violations without a
4 specific penalty, in the amount of \$100 for each aggrieved employee per pay period for each
5 violation, and \$200 for each aggrieved employee per pay period for each subsequent
6 violation;
- 7 b. For civil penalties pursuant to Labor Code §558, in addition to and entirely independent and
8 apart from other penalties in the Labor code, as follows: (i) For any violation, fifty dollars
9 (\$50) for each aggrieved underpaid employee for each pay period for the employee was
10 underpaid, and an additional penalty amount sufficient to recover underpaid wages; (ii) For
11 each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid
12 employee for each pay period for which the employee was underpaid, and an additional
13 penalty amount sufficient to recover the underpaid wages; and (iii) for these amounts to be
14 paid to the aggrieved employees;
- 15 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §2699(g)(1)
16 and any other applicable statute;

17 As to the Tenth Cause of Action for Unfair Business Practices:

- 18 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
19 Court review, to determine the amount to be returned by Defendants, and the amounts to be
20 refunded to members of the Classes who are owed monies by Defendants;
- 21 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
22 home address, home telephone number and, if available, email address;
- 23 c. For an Order requiring Defendants to make full restitution and payment pursuant to
24 California law;
- 25 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
26 engaging in the acts complained of herein;
- 27 e. For all other appropriate injunctive, declaratory and equitable relief;
- 28 f. For interest to the extent permitted by law;

1 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
2 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
3 §1194 and/or any other applicable provision of law;

4 As to All Causes of Action:

5 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
6 and costs incurred.

7
8 DATED: December 23, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

9
10 By: 

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

11 JUAN CARLOS ALVAREZ, on behalf of all
12 others similarly situated, and also on behalf of
13 all aggrieved employees

14
15 **JURY TRIAL DEMANDED**

16 Plaintiffs demand trial of all issues by jury.

17
18 DATED: December 23, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

19
20 By: 

Ramin R. Younessi, Esq.

Attorney for Plaintiffs

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