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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

LYNDON MILLER and ADAM LOR,
individually, and on behalf of other members
of the general public similarly situated;

Plaintiff,

vs.

FOOD SAFETY NET SERVICES, LTD., an
unknown business entity; FOOD SAFETY
NET SERVICES-CALIFORNIA, LP., a
Nevada limited partnership; and DOES 1
through 100, inclusive,

Defendants.

FILED
Superior Court of California
County of Los Angeles

05/10/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Sanchez Deputy

Case No.: 22STCV15337

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);

- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of the Private Attorneys General Act (Labor Code §§ 2698 et seq.)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs LYNDON MILLER and ADAM LOR (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles.

PARTIES

5. Plaintiff LYNDON MILLER is an individual residing in the State of California,
County of Los Angeles.

6. Plaintiff ADAM LOR is an individual residing in the State of California, County of Fresno.

7. Defendant FOOD SAFETY NET SERVICES, LTD., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

8. Defendant FOOD SAFETY NET SERVICES-CALIFORNIA, LP., at all times herein mentioned, was and is, upon information and belief, an employer whose employees are engaged throughout the State of California, including the County of Los Angeles.

9. At all relevant times, Defendant FOOD SAFETY NET SERVICES, LTD. and Defendant FOOD SAFETY NET SERVICES-CALIFORNIA, LP. were the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

10. At all times herein relevant, Defendants FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-CALIFORNIA, LP., and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

11. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sue said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained.

12. Defendant FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-CALIFORNIA, LP., and DOES 1 through 100 will hereinafter collectively be referred to as “Defendants.”

13. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

14. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under California Code of Civil Procedure section 382.

15. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment and who reside in California.

16. Plaintiffs reserve the right to establish subclasses as appropriate.

17. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class

1 members is impracticable. The membership of the entire class is unknown
2 to Plaintiff at this time; however, the class is estimated to be greater than
3 fifty (50) individuals and the identity of such membership is readily
4 ascertainable by inspection of Defendants' employment records.

5 b. Typicality: Plaintiff's claims are typical of all other class members' as
6 demonstrated herein. Plaintiff will fairly and adequately protect the
7 interests of the other class members with whom he has a well-defined
8 community of interest.

9 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each
10 class member, with whom he has a well-defined community of interest
11 and typicality of claims, as demonstrated herein. Plaintiff has no interest
12 that is antagonistic to the other class members. Plaintiff's attorneys, the
13 proposed class counsel, are versed in the rules governing class action
14 discovery, certification, and settlement. Plaintiff has incurred, and during
15 the pendency of this action will continue to incur, costs and attorneys'
16 fees, that have been, are, and will be necessarily expended for the
17 prosecution of this action for the substantial benefit of each class member.

18 d. Superiority: A class action is superior to other available methods for the
19 fair and efficient adjudication of this litigation because individual joinder
20 of all class members is impractical.

21 e. Public Policy Considerations: Certification of this lawsuit as a class action
22 will advance public policy objectives. Employers of this great state violate
23 employment and labor laws every day. Current employees are often afraid
24 to assert their rights out of fear of direct or indirect retaliation. However,
25 class actions provide the class members who are not named in the
26 complaint anonymity that allows for the vindication of their rights.

27 18. There are common questions of law and fact as to the class members that
28 predominate over questions affecting only individual members. The following common

1 questions of law or fact, among others, exist as to the members of the class:

- 2 a. Whether Defendants' failure to pay wages, without abatement or
3 reduction, in accordance with the California Labor Code, was willful;
- 4 b. Whether Defendants' had a corporate policy and practice of failing to pay
5 their hourly-paid or non-exempt employees within the State of California
6 for all hours worked and missed (short, late, interrupted, and/or missed
7 altogether) meal periods and rest breaks in violation of California law;
- 8 c. Whether Defendants required Plaintiffs and the other class members to
9 work over eight (8) hours per day and/or over forty (40) hours per week
10 and failed to pay the legally required overtime compensation to Plaintiff
11 and the other class members;
- 12 d. Whether Defendants deprived Plaintiffs and the other class members of
13 meal and/or rest periods or required Plaintiff and the other class members
14 to work during meal and/or rest periods without compensation;
- 15 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
16 other class members for all hours worked;
- 17 f. Whether Defendants failed to pay all wages due to Plaintiffs and the other
18 class members within the required time upon their discharge or
19 resignation;
- 20 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
21 the other class members during their employment;
- 22 h. Whether Defendants complied with wage reporting as required by the
23 California Labor Code; including, *inter alia*, section 226;
- 24 i. Whether Defendants kept complete and accurate payroll records as
25 required by the California Labor Code, including, *inter alia*, section
26 1174(d);
- 27 j. Whether Defendants failed to reimburse Plaintiffs and the other class
28 members for necessary business-related expenses and costs;

- 1 k. Whether Defendants' conduct was willful or reckless;
- 2 l. Whether Defendants engaged in unfair business practices in violation of
- 3 California Business & Professions Code section 17200, et seq.;
- 4 m. The appropriate amount of damages, restitution, and/or monetary penalties
- 5 resulting from Defendants' violation of California law; and
- 6 n. Whether Plaintiffs and the other class members are entitled to
- 7 compensatory damages pursuant to the California Labor Code.

8 **GENERAL ALLEGATIONS**

9 19. At all relevant times set forth herein, Defendants employed Plaintiffs and other

10 persons as hourly-paid or non-exempt employees within the State of California, including the

11 County of Los Angeles.

12 20. Defendants, jointly and severally, employed Plaintiff Miller as an hourly-paid,

13 non-exempt employee, from approximately September 2018 to approximately September 2019,

14 in the State of California, County of Los Angeles.

15 21. Defendants, jointly and severally, employed Plaintiff Lor as an hourly-paid, non-

16 exempt employee, from approximately July 2021 to approximately December 29, 2022, in the

17 State of California, County of Los Fresno.

18 22. Defendants hired Plaintiffs and the other class members, classified them as

19 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and

20 missed meal periods and/or rest breaks.

21 23. Defendants had the authority to hire and terminate Plaintiffs and the other class

22 members, to set work rules and conditions governing Plaintiff's and the other class members'

23 employment, and to supervise their daily employment activities.

24 24. Defendants exercised sufficient authority over the terms and conditions of

25 Plaintiffs' and the other class members' employment for them to be joint employers of Plaintiffs

26 and the other class members.

27 25. Defendants directly hired and paid wages and benefits to Plaintiffs and the other

28 class members.

1 26. Defendants continue to employ hourly-paid or non-exempt employees within the
2 State of California.

3 27. Plaintiffs and the other class members worked over eight (8) hours in a day, and/or
4 forty (40) hours in a week during their employment with Defendants.

5 28. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
7 employees within the State of California. This pattern and practice involved, *inter alia*, failing
8 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
9 breaks in violation of California law.

10 29. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiffs and the other class members were entitled to receive
12 certain wages for overtime compensation and that they were not receiving accurate overtime
13 compensation for all overtime hours worked.

14 30. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
15 failed to provide Plaintiffs and the other class members all required rest and meal periods during
16 the relevant time period as required under the Industrial Welfare Commission Wage Orders and
17 thus they are entitled to any and all applicable penalties.

18 31. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
19 knew or should have known that Plaintiffs and the other class members were entitled to receive
20 all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class
21 member's regular rate of pay when a meal period was missed, and they did not receive all meal
22 periods or payment of one additional hour of pay at Plaintiffs' and the other class member's
23 regular rate of pay when a meal period was missed.

24 32. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiffs and the other class members were entitled to receive
26 all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class
27 member's regular rate of pay when a rest period was missed, and they did not receive all rest
28 periods or payment of one additional hour of pay at Plaintiffs' and the other class members'

1 regular rate of pay when a rest period was missed.

2 33. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiffs and the other class members were entitled to receive
4 at least minimum wages for compensation and that they were not receiving at least minimum
5 wages for all hours worked.

6 34. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiffs and the other class members were entitled to receive
8 all wages owed to them upon discharge or resignation, including overtime and minimum wages
9 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
10 them at the time of their discharge or resignation.

11 35. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and the other class members were entitled to receive
13 all wages owed to them during their employment. Plaintiffs and the other class members did not
14 receive payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 36. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
17 knew or should have known that Plaintiffs and the other class members were entitled to receive
18 complete and accurate wage statements in accordance with California law, but, in fact, they did
19 not receive complete and accurate wage statements from Defendants. The deficiencies included,
20 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
21 members.

22 37. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiffs and the other class members in accordance with California law, but, in fact, did not
25 keep complete and accurate payroll records.

26 38. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiffs and the other class members were entitled to
28 reimbursement for necessary business-related expenses.

1 39. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiffs and the other class
3 members pursuant to California law, and that Defendants had the financial ability to pay such
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented
5 to Plaintiffs and the other class members that they were properly denied wages, all in order to
6 increase Defendants' profits.

7 40. During the relevant time period, Defendants failed to pay overtime wages to
8 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
9 class members were required to work more than eight (8) hours per day and/or forty (40) hours
10 per week without overtime compensation for all overtime hours worked.

11 41. During the relevant time period, Defendants failed to provide all requisite
12 uninterrupted meal and rest periods to Plaintiffs and the other class members.

13 42. During the relevant time period, Defendants failed to pay Plaintiffs and the other
14 class members at least minimum wages for all hours worked.

15 43. During the relevant time period, Defendants failed to pay Plaintiffs and the other
16 class members all wages owed to them upon discharge or resignation.

17 44. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members all wages within any time permissible under California law, including, *inter alia*,
19 California Labor Code section 204.

20 45. During the relevant time period, Defendants failed to provide complete or
21 accurate wage statements to Plaintiffs and the other class members.

22 46. During the relevant time period, Defendants failed to keep complete or accurate
23 payroll records for Plaintiffs and the other class members.

24 47. During the relevant time period, Defendants failed to reimburse Plaintiffs and the
25 other class members for all necessary business-related expenses and costs.

26 48. During the relevant time period, Defendants failed to properly compensate
27 Plaintiffs and the other class members pursuant to California law in order to increase Defendants'
28 profits.

49. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-CALIFORNIA, LP., and DOES 1 through 100)

50. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 49, and each and every part thereof with the same force and effect as though fully set forth herein.

51. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

52. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

53. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

54. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

55. During the relevant time period, Plaintiffs and the other class members worked in

1 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

2 56. During the relevant time period, Defendants intentionally and willfully failed to
3 pay overtime wages owed to Plaintiffs and the other class members.

4 57. Defendants' failure to pay Plaintiffs and the other class members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 58. Pursuant to California Labor Code section 1194, Plaintiffs and the other class
8 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 226.7 and 512(a))**

12 **(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-**
13 **CALIFORNIA, LP., and DOES 1 through 100)**

14 59. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 58, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 60. At all relevant times, the IWC Order and California Labor Code sections 226.7
18 and 512(a) were applicable to Plaintiffs' and the other class members' employment by
19 Defendants.

20 61. At all relevant times, California Labor Code section 226.7 provides that no
21 employer shall require an employee to work during any meal or rest period mandated by an
22 applicable order of the California IWC.

23 62. At all relevant times, the applicable IWC Wage Order and California Labor Code
24 section 512(a) provide that an employer may not require, cause or permit an employee to work
25 for a work period of more than five (5) hours per day without providing the employee with a
26 meal period of not less than thirty (30) minutes, except that if the total work period per day of the
27 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
28 both the employer and employee.

1 63. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) further provide that an employer may not require, cause or permit an employee to
3 work for a work period of more than ten (10) hours per day without providing the employee with
4 a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 64. During the relevant time period, Plaintiffs and the other class members who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
9 legally-mandated meal periods by mutual consent, were required to work for periods longer than
10 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or
11 rest period.

12 65. During the relevant time period, Plaintiffs and the other class members who were
13 scheduled to work for a period of time in excess of six (6) hours were required to work for
14 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
15 (30) minutes and/or rest period.

16 66. During the relevant time period, Defendants intentionally and willfully required
17 Plaintiffs and the other class members to work during meal periods and failed to compensate
18 Plaintiffs and the other class members the full meal period premium for work performed during
19 meal periods.

20 67. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members the full meal period premium due pursuant to California Labor Code section
22 226.7.

23 68. Defendants' conduct violates applicable IWC Wage Order and California Labor
24 Code sections 226.7 and 512(a).

25 69. Pursuant to applicable IWC Wage Order and California Labor Code section
26 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one
27 additional hour of pay at the employee's regular rate of compensation for each work day that the
28 meal or rest period is not provided.

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77. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

78. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-CALIFORNIA, LP., and DOES 1 through 100)

79. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 78, and each and every part thereof with the same force and effect as though fully set forth herein.

80. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

81. During the relevant time period, Defendants failed to pay minimum wage to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

82. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

83. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

84. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-CALIFORNIA, LP., and DOES 1 through 100)

85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

88. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

90. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum

pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

**(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-
CALIFORNIA, LP., and DOES 1 through 100)**

91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

93. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

94. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

95. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

96. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-**
4 **CALIFORNIA, LP., and DOES 1 through 100)**

5 97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 96, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 98. At all material times set forth herein, California Labor Code section 226(a)
9 provides that every employer shall furnish each of his or her employees an accurate itemized
10 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
11 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
12 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
13 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and (9)
16 all applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate by the employee. The deductions made from payments of wages
18 shall be recorded in ink or other indelible form, properly dated, showing the month, day, and
19 year, and a copy of the statement or a record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the
21 State of California.

22 99. Defendants have intentionally and willfully failed to provide Plaintiffs and the
23 other class members with complete and accurate wage statements. The deficiencies include, but
24 are not limited to: the failure to include the total number of hours worked by Plaintiffs and the
25 other class members.

26 100. As a result of Defendants' violation of California Labor Code section 226(a),
27 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
28 protected rights.

1 101. More specifically, Plaintiffs and the other class members have been injured by
2 Defendants' intentional and willful violation of California Labor Code section 226(a) because
3 they were denied both their legal right to receive, and their protected interest in receiving,
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5 102. Plaintiffs and the other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

8 103. Plaintiffs and the other class members are also entitled to injunctive relief to
9 ensure compliance with this section, pursuant to California Labor Code section 226(h).

10 **EIGHTH CAUSE OF ACTION**

11 **(Violation of California Labor Code § 1174(d))**

12 **(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-**
13 **CALIFORNIA, LP., and DOES 1 through 100)**

14 104. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
15 through 103, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 105. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
18 central location in the state or at the plants or establishments at which employees are employed,
19 payroll records showing the hours worked daily by and the wages paid to, and the number of
20 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
21 respective plants or establishments. These records shall be kept in accordance
22 with rules established for this purpose by the commission, but in any case shall be kept on file
23 for not less than two years.

24 106. Defendants have intentionally and willfully failed to keep accurate and complete
25 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
26 class members.

27 107. As a result of Defendants' violation of California Labor Code section 1174(d),
28 Plaintiffs and the other class members have suffered injury and damage to their statutorily-

1 protected rights.

2 108. More specifically, Plaintiffs and the other class members have been injured by
3 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
4 they were denied both their legal right and protected interest, in having available, accurate and
5 complete payroll records pursuant to California Labor Code section 1174(d).

6 **NINTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 2800 and 2802)**

8 **(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-**
9 **CALIFORNIA, LP., and DOES 1 through 100)**

10 109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
11 through 108, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must
14 reimburse its employee for all necessary expenditures incurred by the employee in direct
15 consequence of the discharge of his or her job duties or in direct consequence of his or her
16 obedience to the directions of the employer.

17 111. Plaintiffs and the other class members incurred necessary business-related
18 expenses and costs that were not fully reimbursed by Defendants.

19 112. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
20 other class members for all necessary business-related expenses and costs.

21 113. Plaintiffs and the other class members are entitled to recover from Defendants
22 their business-related expenses and costs incurred during the course and scope of their
23 employment, plus interest accrued from the date on which the employee incurred the necessary
24 expenditures at the same rate as judgments in civil actions in the State of California.

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1 **TENTH CAUSE OF ACTION**

2 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

3 **(Against FOOD SAFETY NET SERVICES, LTD., FOOD SAFETY NET SERVICES-**
4 **CALIFORNIA, LP., and DOES 1 through 100)**

5 114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 113, and each and every part thereof with the same force and effect as though fully set
7 forth herein.

8 115. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
9 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
10 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
11 within the meaning of Code of Civil Procedure section 1021.5.

12 116. Defendants' activities as alleged herein are violations of California law, and
13 constitute unlawful business acts and practices in violation of California Business & Professions
14 Code section 17200, et seq.

15 117. A violation of California Business & Professions Code section 17200, et seq. may
16 be predicated on the violation of any state or federal law. In this instant case, Defendants'
17 policies and practices of requiring employees, including Plaintiffs and the other class members,
18 to work overtime without paying them proper compensation violate California Labor Code
19 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees,
20 including Plaintiffs and the other class members, to work through their meal and rest periods
21 without paying them proper compensation violate California Labor Code sections 226.7 and
22 512(a). Defendants' policies and practices of failing to pay minimum wages violate California
23 Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of
24 failing to timely pay wages to Plaintiffs and the other class members violate California Labor
25 Code sections 201, 202 and 204. Defendants also violated California Labor Code sections
26 226(a), 1174(d), 2800 and 2802.

27 118. As a result of the herein described violations of California law, Defendants
28 unlawfully gained an unfair advantage over other businesses.

119. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

120. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 et seq.)

(Alleged by Plaintiff Lor ("PLAINTIFF") against all Defendants)

121. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

122. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

123. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to himself and all employees who worked for Defendant in California during the time period of January 25,

2022 until the present (the "AGGRIEVED EMPLOYEES").

124. On January 25, 2023, PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

125. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

DEMAND FOR JURY TRIAL

Plaintiff, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually, and on behalf of other members of the general public similarly situated, prays for relief and judgment against Defendants, jointly and severally,

as follows:

Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiff and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the other class members;
11. That the Court make an award to Plaintiff and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 13. For premium wages pursuant to California Labor Code section 226.7(c);

3 14. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due;

5 15. For reasonable attorneys' fees and costs of suit incurred herein; and

6 16. For such other and further relief as the Court may deem just and proper.

7 **As to the Third Cause of Action**

8 17. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
10 rest periods to Plaintiff and the other class members;

11 18. That the Court make an award to Plaintiff and the other class members of one (1)
12 hour of pay at each employee's regular rate of compensation for each workday that a rest period
13 was not provided;

14 19. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 20. For premium wages pursuant to California Labor Code section 226.7(c);

17 21. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due; and

19 22. For such other and further relief as the Court may deem just and proper.

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
23 Plaintiff and the other class members;

24 24. For general unpaid wages and such general and special damages as may be
25 appropriate;

26 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
27 Plaintiff and the other class members in the amount as may be established according to proof at
28 trial;

1 26. For pre-judgment interest on any unpaid compensation from the date such
2 amounts were due;

3 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
4 California Labor Code section 1194(a);

5 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

6 29. For such other and further relief as the Court may deem just and proper.

7 **As to the Fifth Cause of Action**

8 30. That the Court declare, adjudge and decree that Defendants violated California
9 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
10 time of termination of the employment of Plaintiff and the other class members no longer
11 employed by Defendants;

12 31. For all actual, consequential, and incidental losses and damages, according to
13 proof;

14 32. For statutory wage penalties pursuant to California Labor Code section 203 for
15 Plaintiff and the other class members who have left Defendants' employ;

16 33. For pre-judgment interest on any unpaid compensation from the date such
17 amounts were due; and

18 34. For such other and further relief as the Court may deem just and proper.

19 **As to the Sixth Cause of Action**

20 35. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
22 by California Labor Code section 204 to Plaintiff and the other class members;

23 36. For all actual, consequential, and incidental losses and damages, according to
24 proof;

25 37. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due; and

27 38. For such other and further relief as the Court may deem just and proper.

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As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

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

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California

1 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the
2 other class members all overtime compensation due to them, failing to provide all meal and rest
3 periods to Plaintiff and the other class members, failing to pay at least minimum wages to
4 Plaintiff and the other class members, failing to pay Plaintiff's and the other class members'
5 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
6 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

7 54. For restitution of unpaid wages to Plaintiff and all the other class members and
8 all pre-judgment interest from the day such amounts were due and payable;

9 55. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violation of California Business and Professions Code sections 17200,
12 et seq.;

13 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5;

15 57. For injunctive relief to ensure compliance with this section, pursuant to California
16 Business and Professions Code sections 17200, et seq.; and

17 58. For such other and further relief as the Court may deem just and proper.

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

19 59. On behalf of the State of California and with respect to all AGGRIEVED
20 EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys
21 General Act of 2004;

22 60. For reasonable attorneys' fees and costs of suit incurred herein; and

23 61. For such other and further relief as the Court may deem just and proper.

24
25 DATED: April 5, 2023

THE JCL LAW FIRM, APC

26
27 By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: April 5, 2023

THE JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade
Attorney for PLAINTIFF

EXHIBIT 1

January 25, 2023

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

FOOD SAFETY NET SERVICES-CALIFORNIA, LP.

c/o Capitol Corporate Services, Inc.
455 Capitol Mall Complex, Suite 217
Sacramento, CA 95814

Via Certified Mail & Return Receipt No. 7022 2410 0003 0424 4979

FOOD SAFETY NET SERVICES, LTD.

c/o Capitol Corporate Services, Inc.
1501 S Mopac Expy, Suite 220
Austin, TX 78746

Via Certified Mail & Return Receipt No. 7022 2410 0003 0424 4986

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff ADAM LOR ("Plaintiff") and other aggrieved employees in a proposed lawsuit against Defendants FOOD SAFETY NET SERVICES-CALIFORNIA, LP. (hereinafter "Defendant Food Safety LP") and FOOD SAFETY NET SERVICES, LTD. (hereinafter "Defendant Food Safety LTD") (collectively, hereinafter, "Defendants"). Plaintiff was employed by Defendants in California from July 2021 until December 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages, the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of time worked and failed to provide and/or permit Plaintiff and other aggrieved employees to take compliant meal and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for all time worked, all earned wages and premiums owed for non-compliant meal and rest breaks. Defendants also failed to reimburse Plaintiff and other aggrieved employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or their obedience to the directions of Defendant.

As a consequence, Plaintiff contends that Defendants failed to fully compensate them and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements.

Accordingly, Plaintiff contends that Defendants' conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant Food Safety LP and/or Defendant Food Safety LTD in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,
JCL LAW FIRM, APC



Jean-Claude Lapuyade, Esq.

cc: Eric A. Schneider, Esq.
Anderson, McPharlin & Connors LLP
eas@amclaw.com