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Attorneys for Plaintiffs JORGE LEYVA and LUCKY SYSAVATH,
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

JORGE LEYVA and LUCKY SYSAVATH,
individuals on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

UNIVERSAL SERVICE RECYCLING,
INC., a California corporation; UNIVERSAL
SERVICE RECYCLING MERCED, INC., a
California corporation; UNIVERSAL
SERVICE RECYCLING NEVADA, LLC, a
business entity of unknown form; WILLIAM
MENDONCA, an individual, and DOES 1
through 50, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-7845

Assigned for All Purposes To:

Hon. Barbara Kronlund

Dept.: 10D

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 203;
7. Violation of Labor Code § 204;
8. Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5;
9. Failure to Reimburse Necessary Business Expenses § 2802;
10. Failure to Produce Requested Employment Records Under Labor Code §§ 226(b), 1198.5
11. Violation of Business & Professions Code § 17200 *et seq.*; and
12. Penalties under PAGA, Labor Code § 2698.

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff JORGE LEYVA and LUCKY SYSAVATH (collectively “Plaintiffs”) brings this action on behalf of themselves and the Class Members who are defined as “all current and former employees within the State of California who, at any time from four (4) years prior to the filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants UNIVERSAL SERVICE RECYCLING, INC., a California Corporation, UNIVERSAL SERVICE RECYCLING MERCED, INC., a California Corporation, UNIVERSAL SERVICE RECYCLING NEVADA, LLC, a business entity of unknown form and DOES 1 through 50” (all defendants being collectively referred to herein as “Defendants”).

2. Plaintiffs allege that Defendants, and each of them, violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and the California Business & Professions Code, and seeks redress for these violations.

3. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared similar job duties and responsibilities; (2) was subjected to the same policies and practices; and (3) endured similar violations at the hands of Defendants as the other Class Members who served in similar and related positions.

THE PARTIES

A. The Plaintiffs

4. Plaintiff JORGE LEYVA resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff LUCKY SYSAVATH resides in California, during the time period relevant to this Complaint, was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

6. Defendant UNIVERSAL SERVICE RECYCLING, INC. is a California corporation and is registered with the California Secretary of State. Defendant UNIVERSAL

1 SERVICE RECYCLING, INC. has been the employer listed on the wage statements and
2 employment records issued to Plaintiffs during the relevant time period that Plaintiffs were
3 employed with Defendants.

4 7. Defendant UNIVERSAL SERVICE RECYCLING MERCED, INC. is a California
5 corporation and is registered with the California Secretary of State. Defendant UNIVERSAL
6 SERVICE RECYCLING MERCED, INC. has been the employer listed on the employment
7 records issued to Plaintiffs during the relevant time period that Plaintiffs were employed with
8 Defendants.

9 8. Defendant UNIVERSAL SERVICE RECYCLING NEVADA, LLC is a business
10 entity of unknown form and has been the employer listed on the employment records issued to
11 Plaintiffs during the relevant time period that Plaintiffs were employed with Defendants.

12 9. Defendant WILLIAM MENDONCA is an individual and the owner and President
13 of Defendants UNIVERSAL SERVICE RECYCLING, INC., UNIVERSAL SERVICE
14 RECYCLING MERCED, INC., and UNIVERSAL SERVICE RECYCLING NEVADA, LLC.

15 10. The true names and capacities, whether individual, corporate, associate, or
16 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
17 unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of
18 Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants
19 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
20 some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend
21 this Complaint to reflect the true names and capacities of the Defendants designated herein as
22 Does 1 through 50 when their identities become known.

23 11. Plaintiffs are informed and believe and thereon allege that each Defendant acted in
24 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
25 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
26 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
27 all respects as the employers or joint employers of Class Members. Defendants, and each of them,
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1 exercised control over the wages, hours or working conditions of Class Members, or suffered or
2 permitted Class Members to work, or engaged, thereby creating a common law employment
3 relationship, with Class Members. Therefore, Defendants, and each of them, employed or jointly
4 employed Class Members.

5 12. Whenever and wherever reference is made in this Complaint to any act by a
6 defendant or defendants, such allegations and references shall also be deemed to mean the acts and
7 failures to act of each defendant acting individually, jointly, and severally.

8 13. Whenever and wherever reference is made to individuals who are not named as a
9 Defendant in this Complaint but were agents, servants, employees and/or supervisors of
10 Defendants, such individuals at all relevant times acted on behalf of Defendants within the scope
11 of their employment.

12 **JURISDICTION AND VENUE**

13 14. This Court has jurisdiction over this Action pursuant to California Code of Civil
14 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
15 as a Class Action on behalf of similarly situated Class Members of Defendants pursuant to
16 California Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial
17 district pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief,
18 the obligations and liabilities giving rise to this lawsuit occurred in part in San Joaquin County.
19 Defendants maintain and operate facilities in San Joaquin County and employs Plaintiffs and other
20 Class Members in San Joaquin County, while doing business throughout California.

21 **FACTUAL BACKGROUND**

22 15. Class Members consistently worked at Defendants behest without being paid all
23 wages due. Class Members were either not paid by Defendants for all hours worked or were not
24 paid at the appropriate minimum, regular and overtime rates. Plaintiffs also contend that
25 Defendants failed to pay Class Members all wages due and owing, including by requiring off the
26 clock work, failing to incorporate non-discretionary bonuses and/or commissions into the regular
27 rate of pay used to calculate and pay for overtime pay, double pay, sick pay, and meal and rest
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1 break premiums, unlawfully rounding to their detriment, failing to provide meal and rest breaks,
2 failing to furnish accurate wage statements, failing to timely pay wages including final wages,
3 failing to maintain accurate records, failing to reimburse necessary business expenses, and failing
4 to reduce excessive heat to a degree providing reasonable comfort all in violation of various
5 provisions of the California Labor Code and applicable Wage Orders.

6 16. During the course of Class Members' employment with Defendants, they were not
7 paid all wages they were owed, including for all work performed resulting in off the clock work.
8 Class Members were required to perform pre-shift and post-shift off the clock work which they
9 were not compensated for despite being subject to Defendants' control. Specifically, at the
10 beginning of Class Members' shift, they were required to unload a car prior to clocking in.
11 Similarly, at the end of Class Members' shift, they were required to unload the car after clocking
12 out. Additionally, Class Members had to wait in line for a time clock to become available thereby
13 resulting in further off the clock work.

14 17. Defendants also failed to pay Class Members all wages due and owing because
15 Defendants failed to incorporate non-discretionary, performance-based bonuses and/or
16 commissions into the regular rate of pay. Contrary to the requirements of the Labor Code and IWC
17 Wage Orders under California law, Defendants did not incorporate these non-discretionary
18 bonuses and/or commissions paid to the Class Members into the regular rate of pay Defendants
19 used to calculate and pay for overtime pay, double time pay, sick pay, and meal and rest break
20 premiums.

21 18. Defendants also failed to pay Class Members all wages due and owing because
22 Defendants failed to pay for on-call time. Specifically, Defendants would contact Plaintiffs and
23 inform them that the truck has arrived and needs to immediately be unloaded. Plaintiffs had to
24 immediately report to work and was not paid on-call pay. Upon information and belief, Class
25 Members were also required to be on-call and were not compensated for on-call pay.

26 19. Moreover, Defendants had a consistent policy and practice of unlawfully rounding
27 hours worked to the detriment of the Class Members. Rather than paying Class Members for all
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1 hours and minutes they actually worked, Defendants followed a uniform policy and practice of
2 rounding all time entries to the nearest quarter-hour or half-hour (i.e. to the nearest 15-minute or
3 30-minute time increment), and generally did so to the detriment of the Class Members, and
4 Plaintiffs contend this policy is not neutral and resulted, over time, to the detriment of the Class
5 Members by systematically under-compensating them. Rather than reflecting the actual hours
6 worked by Class Members, the time entries were rounded and reduced to reflect the scheduled
7 work time rather than the actual hours worked. These unlawfully rounded time entries were
8 inputted into Defendants' payroll system from which wage statements and payroll checks were
9 created.

10 20. By implementing policies, programs, practices, procedures and protocols which
11 resulted in off the clock work, unlawful rounding by Defendants, and the failure to incorporate
12 non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and
13 pay overtime, double time, sick pay, and meal and rest break premiums, Defendants' willful
14 actions resulted in the systematic underpayment of wages to Class Members, including
15 underpayment of overtime pay to Class Members over the relevant time period. For example, the
16 above described off the clock work addressed above caused Plaintiffs to begin receiving overtime
17 pay later than they should have.

18 21. As a result of the above described requirements to work off the clock, unlawful
19 rounding by Defendants, the failure to incorporate non-discretionary bonuses and/or commissions
20 into the regular rate of pay used to calculate and pay overtime, double time, sick pay, and meal
21 and rest break premiums, and the other wage violations they endured at Defendants' hands, Class
22 Members were not properly paid all wages earned and all wages owed to them by Defendants,
23 including when working more than eight (8) hours in any given day and/or more than forty (40)
24 hours in any given week.

25 22. As a result of Defendants' unlawful policies and practices, Class Members incurred
26 overtime hours worked for which they were not adequately and completely compensated, in
27 addition to the hours they were required to work off the clock. To the extent applicable,
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1 Defendants also failed to pay Class Members at an overtime rate of 1.5 times the regular rate for
2 the first eight hours of the seventh consecutive work day in a week and overtime payments at the
3 rate of 2 times the regular rate for hours worked over eight (8) on the seventh consecutive work
4 day, as required under the Labor Code and applicable IWC Wage Orders.

5 23. Therefore, from at least four (4) years prior to the filing of this lawsuit and
6 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
7 Members for all hours worked, and failing to pay minimum wages for all time worked, as required
8 by California law. Defendants thus failed to pay Class Members at least minimum wages for all
9 the time they worked for Defendants in violation of the Labor Code and applicable IWC Wage
10 Orders as the actual times when Class Members were under the control and direction of
11 Defendants was under reported in the hours reflected on the timekeeping records. Furthermore,
12 Defendants' willful actions resulted in the systematic underpayment of wages to Class Members,
13 including underpayment of overtime pay to Class Members over a period of time.

14 24. Therefore, from at least four (4) years prior to the filing of this lawsuit and
15 continuing to the present, Defendants had a consistent policy or practice of failing to pay Class
16 Members for all hours worked. Also, from at least four (4) years prior to the filing of this lawsuit
17 and continuing to the present, Defendants also had a consistent policy or practice of failing to pay
18 Class Members their true and correct overtime compensation at premium overtime rates for all
19 hours worked in excess of eight (8) hours a day and/or forty (40) hours a week, and double-time
20 rates for all hours worked in excess of twelve (12) hours a day, in violation of Labor Code § 510
21 and the corresponding sections of IWC Wage Orders.

22 25. Additionally, Defendants failed to provide all the legally required unpaid, off-duty
23 meal periods and all the legally required paid, off-duty rest periods to Class Members, as required
24 by the applicable Wage Order and Labor Code. Class Members were required to perform work as
25 ordered by Defendants for more than five (5) hours during a shift but were often required to do so
26 without receiving a lawful and timely meal break. In addition to untimely meal periods,
27 Defendants also required Class Members to respond to work demands. Defendants placed their
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1 needs over Class Members lawful meal and rest breaks and this resulted in Class Members often
2 having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened
3 ones, because the demands of the job would not avail them the opportunity to take a lawfully
4 uninterrupted and off duty meal and/or rest break. Additionally, Class Members were required to
5 keep their walkie talkies on at all times during work hours. Class Members were required to
6 remain under Defendants' control by monitoring their walkie talkies and responding to work
7 demands. Therefore, to the extent Class Members attempted to take a break, it was not duty-free.

8 26. On the occasions when Class Members worked over 10 hours in a shift, Defendants
9 also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a
10 result, Defendants' failure to provide Class Members with all legally required off-duty, unpaid
11 meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by
12 Defendants' business records, or lack thereof. Defendants also failed to pay Class Members
13 "premium pay," i.e. one hour of wages at each Class Member's effective hourly rate of pay, for
14 each meal period or rest break that Defendants failed to provide or deficiently provided.

15 27. Therefore, for at least four years prior to the filing of this action and through to the
16 present, Defendants have regularly required Class Members to work shifts in excess of five (5)
17 hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes,
18 and shifts in excess of (10) hours without providing them with second meal periods of not less
19 than thirty minutes; nor did Defendants pay Class Members "premium pay," i.e. one hour of
20 wages at each Class Member's effective hourly rate of pay, for each meal period that Defendants
21 failed to provide or deficiently provided.

22 28. Meal period violations thus occurred in one or more of the following manners:

- 23 (a) Class Members were not provided full thirty-minute duty free meal periods
24 for work days in excess of five (5) hours and were not compensated one (1)
25 hour's wages in lieu thereof, all in violation of, among others, Labor Code
26 §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage
27 Order(s);
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- (b) Class Members were not provided second full thirty-minute duty free meal periods for work days in excess of ten (10) hours;
- (c) Class Members were required to work through at least part of their daily meal period(s);
- (d) Meal periods were provided after five (5) hours of continuous work during a shift; and
- (e) Class Members were restricted in their ability to take a full thirty-minute meal period.

29. Class Members were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. Class Members were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have consistently failed to provide Class Members with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Class Members premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

30. Rest period violations therefore arose in one or more of the following manners:

- (a) Class Members were required to work without being provided a minimum ten (10) minute rest period for every four (4) hours or major fraction thereof worked and were not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- (b) Class Members were not authorized and permitted to take timely rest periods for every four hours worked, or major fraction thereof; and
- (c) Class Members were required to remain on-duty during rest periods or otherwise had their rest periods interrupted by work demands.

1 31. Defendants also consistently failed to issue accurate itemized wage statements as
2 required by Labor Code § 226(a). Specifically, the wage statements given to Class Members fail to
3 provide Defendants' full address. Thus, the wage statements do not comply with Labor Code §
4 226(a)(8). Additionally, the wage statements given to Class Members failed to incorporate non-
5 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay
6 overtime compensation, double time pay, sick pay, and meal and rest break premiums. Thus, the
7 wage statements do not provide accurate hourly rates for overtime and the statements do not
8 comply with Labor Code § 226(a)(9). Moreover, the wage statements given to Class Members
9 failed to accurately account for unpaid wages and overtime because Defendants had unlawfully
10 rounded time entries to the detriment of the Class Members and their actual hours worked were
11 under-reported due to off the clock work. Additionally, the wage statements given to Class
12 Members failed to accurately account for premium pay for deficiently provided meal periods and
13 rest breaks.

14 32. From at least four (4) years prior to filing this lawsuit and continuing to the present,
15 Defendants have thus also had a consistent policy of failing to pay all wages owed to Class
16 Members at the time of their termination of within seventy-two (72) hours of their resignation, as
17 required by California wage-and-hour laws. Specifically, Class Members were not paid all regular
18 and overtime wages because Defendants failed to pay for all hours worked, required off the clock
19 work, unlawfully rounded time entries to the detriment of Class Members, and failed to
20 incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to
21 calculate and pay for overtime, double time, sick pay, and meal and rest break premiums.
22 Additionally, Defendants failed to pay premium wages owed for unprovided meal periods and rest
23 periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the
24 required time was willful within the meaning of Labor Code § 203.

25 33. Additionally, from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants have regularly required Plaintiffs to incur business expenses
27 in the course of performing his required job duties for Defendants including for cell phone
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1 expenses, mileage, and other costs such as his supervisor's lunch. Plaintiffs were required to drive
2 to the mechanic to pick up Defendants' car. Additionally, Plaintiffs were required to use his cell
3 phone to communicate with customers regarding tools. Upon information and belief, Class
4 Members incurred similar costs. These expenses incurred by Plaintiffs and Class Members were
5 necessary and required of them in performing their assigned job duties, but Defendants failed to
6 reimburse Plaintiffs and Class Members for all such necessary expenditures, thus entitling them to
7 reimbursement according to proof as required under Labor Code § 2802 and the applicable
8 provisions of the IWC Wage Orders.

9 34. Moreover, pursuant to the Occupational Safety and Health Administration,
10 employers must keep the thermostat between 68 and 78 degrees Fahrenheit. Paragraph 15 of the
11 California Wage Orders state: "the temperature maintained in each work area shall provide
12 reasonable comfort consistent with industry-wide standards for the nature of the process and the
13 work performed. If excessive heat or humidity is created by the work process, the employer shall
14 take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable
15 comfort." Here, the facility did not have air condition and/or proper air ventilation and the
16 temperature was above what is legally allowed.

17 35. In light of the foregoing, Plaintiffs and Class Members bring this action pursuant
18 to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1,
19 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2802 and 2698 *et seq.* and
20 California Code of Regulations, Title 8, section 11000 *et seq.*

21 36. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
22 Plaintiffs and the Class Members seek injunctive relief, restitution, and disgorgement of all
23 benefits Defendants have enjoyed from their violations of Labor Code and the other unfair,
24 unlawful, or fraudulent practices alleged in this Complaint.

25 **CLASS ALLEGATIONS**

26 37. Plaintiffs seek to represent the Subclasses composed of and defined as follows:

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

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

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

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

13 e. Subclass 5. Wage Statement Subclass. All Class Members who, within the
14 applicable limitations period, were not provided with accurate itemized wage statements.

15 f. Subclass 6. Termination Pay Subclass. All Class Members who, within the
16 applicable limitations period, either voluntarily or involuntarily separated from their employment
17 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
18 termination.

19 g. Subclass 7: Failure to Timely Pay Wages Twice Monthly Subclass. All Class
20 Members who were subject to Defendants' policy and practice of not timely paying all wages
21 earned when they were due and payable at least twice monthly.

22 h. Subclass 8. Payroll Records Subclass. All Class members who were subject to
23 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
24 by California wage-and-hour laws.

25 i. Subclass 9. Expense Reimbursement Subclass. All Class Members who incurred
26 necessary and reasonable expenses in connection with performing their job duties for
27 Defendant and who were subject to a policy and/or practice under which such expenses
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1 were not reimbursed.

2 j. Subclass 10. Failure To Produce Requested Employment Records Subclass. All
3 Class members who, within the applicable limitations period, were denied the right to inspect and
4 receive all of their payroll records, timecards, and personnel records.

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

8 38. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class
11 against Defendants, the Class Period should be adjusted accordingly.

12 39. Defendants, as a matter of company policy, practice and procedure, and in violation
13 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,
14 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged
15 in a practice whereby Defendants failed to correctly calculate compensation for the time worked
16 by Class Members, even though Defendants enjoyed the benefit of this work, required Class
17 Members to perform this work and permitted or suffered to permit this work. Defendants have
18 uniformly denied these Class Members wages to which these employees are entitled and failed to
19 provide meal periods or authorize and permit rest periods, in order to unfairly cheat the
20 competition and unlawfully profit.

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

24 **A. Numerosity**

25 41. The potential members of the class as defined are so numerous that joinder of all
26 the member of the class is impracticable. While the precise number of class member has not been
27 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
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1 time period relevant to this lawsuit, hundreds of employees who satisfy the Class definition within
2 the State of California.

3 42. Accounting for employee turnover during the relevant time period increases this
4 number substantially. Plaintiffs allege that Defendants' employment records will provide
5 information as to the number and location of all Class Members.

6 **B. Commonality**

7 43. There are questions of law and fact common to the Class that predominates over
8 any questions affecting only individual Class Members. These common questions of law and fact
9 include:

- 10 a. Whether Defendants failed to pay Class Members minimum wages;
- 11 b. Whether Defendants failed to pay Class Members wages for all hours worked;
- 12 c. Whether Defendants failed to pay Class Members overtime as required under Labor
13 Code § 510;
- 14 d. Whether Defendants failed to incorporate non-discretionary bonuses and/or
15 commissions into the regular rate of pay used to calculate and pay overtime, double
16 time, sick pay, and meal and rest break premiums;
- 17 e. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
18 IWC Wage Orders, by failing to provide Class Members with requisite meal
19 periods or premium pay in lieu thereof;
- 20 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
21 Orders, by failing to authorize and permit Class Members to take requisite rest
22 breaks or provide premium pay in lieu thereof;
- 23 g. Whether Defendants violated Labor Code § 226(a) by providing Class Members
24 with inaccurate wage statements;
- 25 h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
26 wages and compensation due and owing at the time of termination of employment;
- 27 i. Whether Defendants' conduct was willful;

- j. Whether Defendants violated Labor Code § 226 and § 1174 and the IWC Wage Orders by failing to maintain accurate records of Class Members' earned wages and work periods;
- k. Whether Defendants violated Labor Code § 1194 by failing to compensate all Class Members during the relevant time period for all hours worked, whether regular or overtime;
- l. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- m. Whether Defendants violated Labor Code § 2802 by failing to reimburse all necessary business expenses Defendants required them to incur in performing their job duties;
- n. Whether Defendants violated Labor Code §§ 226 and 1198.5 by failing to produce employment records and pay records;
- o. Whether Defendants failed to reduce excessive heat to a degree providing reasonable comfort.
- p. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- q. Whether Class Members are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

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

D. Adequacy of Representation

45. Plaintiffs will fairly and adequately represent and protect the interest of the Class Members. Counsel who represents Class Members are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

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

7 47. As to the issues raised in this case, a class action is superior to all other methods for
8 the fair and efficient adjudication of this controversy, as joinder of all Class Members is
9 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
10 Members. Further, as the economic or other loss suffered by vast numbers of Class Members may
11 be relatively small, the expense and burden of individual actions makes it difficult for the Class
12 Members to individually redress the wrongs they have suffered. Moreover, in the event
13 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
14 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
15 managing this case as a class action, and proceeding on a class-wide basis will permit Class
16 Members to vindicate their rights for violations they endured which they would otherwise be
17 foreclosed from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to
18 them.

19 48. Class action treatment will allow those persons similarly situated to litigate their
20 claims in the manner that is most efficient and economical for the parties and the judicial system.
21 Plaintiffs are unaware of any difficulties in managing this case that should preclude class
22 treatment. Plaintiffs contemplate the eventual issuance of notice to the proposed Class Members
23 that would set forth the subject and nature of the instant action. The Defendants' own business
24 records can be utilized for assistance in the preparation and issuance of the contemplated notices.
25 To the extent that any further notice is required additional media and/or mailings can be used.

26 49. Defendants, as prospective and actual employers of the Class Members, had a
27 special fiduciary duty to disclose to prospective Class Members the true facts surrounding
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1 Defendants' pay practices, policies and working conditions imposed upon Class Members as well
2 as the effect of any alleged arbitration agreements that may have been forced upon them. In
3 addition, Defendants knew they possessed special knowledge about pay practices and policies,
4 most notably intentionally refusing to pay for all hours actually worked which should have been
5 recorded in Defendants' pay records and the consequence of the alleged arbitration agreements
6 and policies and practices on Class Members.

7 50. Class Members did not discover the fact that they were entitled to all pay under the
8 Labor Code until shortly before the filing of this lawsuit nor was there ever any discussion about
9 Plaintiffs' and the Class' waiver of their Constitutional rights of trial by jury, right to collectively
10 organize and oppose unlawful pay practices under California law as well as obtain injunctive relief
11 preventing such practices from continuing. As a result, the applicable statutes of limitation were
12 tolled until such time as Plaintiffs and the Class Members discovered their claims.

13 FIRST CAUSE OF ACTION

14 FAILURE TO PAY MINIMUM WAGES

15 (Against All Defendants)

16 51. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 52. Defendants failed to pay Class Members minimum wages for all hours worked.
19 Defendants had a consistent policy of misstating Class Members' time records and failing to pay
20 Class Members for all hours worked. Class Members would work hours and not receive wages,
21 including as alleged above in connection with off the clock work and unlawful rounding of hours.
22 Additionally, Defendants failed to incorporate non-discretionary bonuses and/or commissions into
23 the regular rate of pay used to calculate and pay overtime. Defendants, and each of them, have
24 intentionally and improperly changed, adjusted and/or modified the hours of Class Members,
25 which resulted in off the clock work and underpayment of all wages owed to Class Members over
26 a period of time, while benefiting Defendants. During the relevant time period, Defendants thus
27 regularly failed to pay minimum wages to Class Members, to their detriment. Additionally,
28

1 Defendants had a consistent policy of failing to pay Class Members for hours worked during
2 alleged meal and rest periods for which Class Members were consistently denied, as also
3 addressed herein. Defendants' uniform pattern of unlawful wage and hour practices manifested,
4 without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy
5 and practice that denied accurate compensation to Class Members as to minimum wage pay.

6 53. In California, employees must be paid at least the then applicable state minimum
7 wage for all hours worked. (IWC Wage Order MW-2014). Additionally, pursuant to California
8 Labor Code § 204, other applicable laws and regulations, and public policy, an employer must
9 timely pay its employees for all hours worked. Defendants failed to do so.

10 54. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
11 "The minimum wage for employees fixed by the commission is the minimum wage to be paid to
12 employees, and the payment of a less wage than the minimum so fixed is unlawful."

13 55. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in Paragraph 4(A)-4(D) of the IWC Wage Orders.

15 56. The minimum wage provisions of California Labor Code are enforceable by private
16 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to
17 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
18 overtime compensation applicable to the employee is entitled to recover in a civil action the
19 unpaid balance of the full amount of this minimum wage or overtime compensation, including
20 interest thereon, reasonable attorney's fees and costs of suit."

21 57. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
22 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,
23 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage
24 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for
25 all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may
26 be used as a credit against a minimum wage obligation.

27 58. In committing these violations of the California Labor Code, Defendants
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1 inaccurately recorded, or required Class Members to input times that did not reflect their actual
2 hours worked, or calculated the correct time worked and consequently underpaid the actual time
3 worked by Class Members. Defendants acted in an illegal attempt to avoid the payment of all
4 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
5 Commission requirements and other applicable laws and regulations. As a result of these
6 violations, Defendant also failed to timely pay all wages earned in accordance with California
7 Labor Code § 1194.

8 59. California Labor Code § 1194.2 also provides for the following remedies: “In any
9 action under Section 1194 . . . to recover wages because of the payment of a wage less than the
10 minimum wages fixed by an order of the commission, an employee shall be entitled to recover
11 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

12 60. In addition to restitution for all unpaid wages, pursuant to California Labor Code §
13 1197.1, Class Members are entitled to recover a penalty of \$100.00 for the initial failure to timely
14 pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each
15 employee minimum wages.

16 61. Pursuant to California Labor Code § 1194.2, Class Members are further entitled to
17 recover liquidated damages in an amount equal to wages unlawfully unpaid and interest thereon.

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

21 63. Wherefore, Class Members are entitled to recover the unpaid minimum wages
22 (including double minimum wages), liquidated damages in an amount equal to the minimum
23 wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant
24 to California Labor Code § 1194(a). Plaintiffs and the other members of the Class further request
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against Defendants, in a sum as provided by the California
27 Labor Code, including § 558, and/or other applicable statutes.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

3 **(Against All Defendants)**

4 64. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 65. California Labor Code § 1194 provides that “any employee receiving less than the
7 legal minimum wage or the legal overtime compensation applicable to the employee is entitled to
8 recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime
9 compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action
10 may be maintained directly against the employer in an employee’s name without first filing a
11 claim with the Division of Labor Standards and Enforcement.

12 66. By their conduct, as set forth herein, Defendants violated California Labor Code §
13 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Class
14 Members: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8)
15 hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours
16 worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for
17 hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of
18 eight (8) hours on any seventh day of work in a workweek.

19 67. Defendants had a consistent policy of not paying Class Members wages for all
20 hours worked, including by requiring off the clock work and by unlawfully rounding down actual
21 hours worked as addressed above. Additionally, Defendants failed to incorporate non-
22 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay
23 overtime. Defendants, and each of them, have intentionally and improperly rounded, changed,
24 adjusted and/or modified certain employees’ hours, including Plaintiffs’, in order to avoid paying
25 Class Members all earned and owed straight time and overtime wages and other benefits, in
26 violation of the California Labor Code, the California Code of Regulations and the IWC Wage
27 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
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1 have also violated these provisions by requiring Class Members to work through portions of their
2 meal period. Therefore, Class Members were not properly compensated, nor were they paid
3 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
4 given week. Based on information and belief, Defendants did not make available to Class
5 Members a reasonable protocol for correcting time records when Class Members worked overtime
6 hours or to fix incorrect time entries or those that Defendants unlawfully rounded to the Class
7 Members' detriment.

8 68. Defendants' failure to pay Class Members the unpaid balance of regular wages
9 owed and overtime compensation, as required by California law, violates the provisions of Labor
10 Code §§ 510 and 1198, and is therefore unlawful.

11 69. Additionally, Labor Code § 558(a) provides "any employer or other person acting
12 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil
14 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each
15 pay period for which the employee was underpaid in addition to an amount sufficient to recover
16 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each
17 underpaid employee for each pay period for which the employee was underpaid in addition to an
18 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall
19 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in
20 this section are in addition to any other civil or criminal penalty provided by law." Defendants
21 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC
22 Wage Orders. Accordingly, Plaintiffs and the Class Members seek the remedies set forth in Labor
23 Code § 558.

24 70. Defendants' failure to pay compensation in a timely fashion also constituted a
25 violation of California Labor Code § 204, which requires that all wages shall be paid
26 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
27 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
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1 and overtime compensation earned by Class Members. Each such failure to make a timely
2 payment of compensation to Class Members constitutes a separate violation of California Labor
3 Code § 204.

4 71. Class Members have been damaged by these violations of California Labor Code
5 §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

6 72. Consequently, pursuant to the California Labor Code, including Labor Code §§
7 204, 510, 558, and 1194, and the applicable IWC Wage Order, paragraph 3(A) and 4(B),
8 Defendants are liable to Class Members for the full amount of all their unpaid wages and overtime
9 compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the
10 assessment of any statutory penalties against Defendants, and each of them, and any additional
11 sums as provided by the Labor Code and/or other statutes.

12 **THIRD CAUSE OF ACTION**

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

14 **(Against All Defendants)**

15 73. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
16 full herein.

17 74. Class Members regularly worked shifts greater than five (5) hours and in some
18 instances, greater than ten (10) hours. Pursuant to Labor Code § 512 an employer may not employ
19 someone for a shift of more than five (5) hours without providing him or her with a meal period of
20 not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or
21 her with a second meal period of not less than thirty (30) minutes.

22 75. Defendants failed to provide Class Members with meal periods as required under
23 the Labor Code. Defendants placed their needs over Class Members lawful meal breaks and this
24 resulted in Class Members consistently having to work through their scheduled meal breaks
25 because the demands of the job would not avail them the opportunity to take a lawfully
26 uninterrupted and off-duty meal break. Furthermore, upon information and belief, on the occasions
27 when Class Members worked more than ten (10) hours in a given shift, they did so without
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1 receiving a second uninterrupted thirty (30) minute meal period as required by law.

2 76. Defendants thus failed to provide Class Members with meal periods as required by
3 the Labor Code, including by not providing them with the opportunity to take meal breaks, by
4 providing them late or for less than thirty (30) minutes, or by requiring them to perform work
5 during breaks.

6 77. Moreover, Defendants failed to compensate Class Members for each meal period
7 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraph 11 of
8 the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee
9 a meal period in accordance with this section, the employer shall pay the employee one (1) hour of
10 pay at the employee's regular rate of compensation for each workday that the meal period is not
11 provided. Defendants failed to compensate Class Members for each meal period not provided or
12 inadequately provided, as required under Labor Code § 226.7.

13 78. Therefore, pursuant to Labor Code § 226.7 and the applicable IWC Wage Order,
14 paragraph 11, Class Members are entitled to damages in an amount equal to one (1) hour of wages
15 at their effective hourly rates of pay for each meal period not provided or deficiently provided, a
16 sum to be proven at trial, as well as the assessment of any statutory penalties against the
17 Defendants, and each of them, in a sum as provided by the Labor Code and other statutes.

18 **FOURTH CAUSE OF ACTION**

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

20 **(Against All Defendants)**

21 79. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 80. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
24 provide that employers must authorize and permit all employees to take rest periods at the rate of
25 ten (10) minutes net rest time per four (4) work hours.

26 81. Class Members consistently worked consecutive four (4) hour shifts and were
27 generally scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to
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1 authorize and permit them to take rest periods. Pursuant to the Labor Code and the applicable IWC
2 Wage Order, Class Members were entitled to paid rest breaks of not less than ten (10) minutes for
3 each consecutive four (4) hour shift, and Defendants failed to provide Class Members with timely
4 rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants
5 placed their needs over Class Members lawful rest breaks and this resulted in Class Members
6 consistently having to work through their scheduled rest breaks because the demands of the job
7 would not avail them the opportunity to take a lawfully uninterrupted and off-duty rest break.
8 Thus, Class Members were consistently denied of their rest breaks.

9 82. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders
10 provide that if an employer fails to provide an employee rest period in accordance with this
11 section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
12 compensation for each workday that the rest period is not provided.

13 83. Defendants, and each of them, have therefore intentionally and improperly denied
14 rest periods to Class Members in violation of Labor Code §§ 226.7 and 512 and paragraph 12 of
15 the applicable IWC Wage Orders.

16 84. Defendants failed to authorize and permit Class Members to take rest periods, as
17 required by the Labor Code. Moreover, Defendants did not compensate Class Members with an
18 additional hour of pay at each Class Member's effective hourly rate for each day that Defendants
19 failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

20 85. Therefore, pursuant to Labor Code § 226.7 and paragraph 12 of the applicable IWC
21 Wage Orders, Class Members are entitled to damages in an amount equal to one (1) hour of wages
22 at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to
23 be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each
24 of them, in a sum as provided by the Labor Code and/or other statutes.

25 **FIFTH CAUSE OF ACTION**
26 **VIOLATION OF LABOR CODE § 226(a)**
27 **(Against All Defendants)**
28

1 86. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
2 full herein.

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

10 88. Defendants failed to provide Class Members with accurate itemized wage
11 statements in writing, as required by the Labor Code. Specifically, the wage statements given to
12 Class Members fail to provide Defendants' full address. Thus, the wage statements do not comply
13 with Labor Code § 226(a)(8). Additionally, the wage statements given to Class Members failed to
14 incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to
15 calculate and pay overtime compensation, double time pay, sick pay, and meal and rest break
16 premiums. Thus, the wage statements do not provide accurate hourly rates for overtime and the
17 statements do not comply with Labor Code § 226(a)(9). Moreover, the wage statements given to
18 Class Members failed to accurately account for unpaid wages and overtime because Defendants
19 had unlawfully rounded time entries to the detriment of the Class Members and their actual hours
20 worked were under-reported due to off the clock work. Additionally, the wage statements given to
21 Class Members failed to accurately account for premium pay for deficiently provided meal periods
22 and rest breaks.

23 89. Throughout the liability period, Defendants intentionally failed to furnish to Class
24 Members, upon each payment of wages, itemized statements accurately showing: (1) gross wages
25 earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any
26 applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the
27 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
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1 only the last four digits of his or her social security number or an employee identification number
2 other than a social security number, (8) the name and address of the legal entity that is the
3 employer and (9) all applicable hourly rates in effect during the pay period and the corresponding
4 number of hours worked at each hourly rate by the employee pursuant to Labor Code § 226,
5 amongst other statutory requirements. Defendants knowingly and intentionally failed to provide
6 Class Members with such timely and accurate wage and hour statements.

7 90. Class Members suffered injury as a result of Defendants' knowing and intentional
8 failure to provide them with the accurate wage and hour statements as required by law and are
9 presumed to have suffered injury and be entitled to penalties under Labor Code § 226(e), as the
10 Defendants have failed to provide wage statements with accurate and complete information as
11 required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and Class
12 Members cannot promptly and easily determine from the wage statement alone one or more of the
13 following: (i) The amount of the gross wages or net wages paid to the employee during the pay
14 period or any of the other information required to be provided on the itemized wage statement
15 pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the
16 employer made from gross wages to determine the net wages paid to the employee during the pay
17 period, (iii) The name and address of the employer and, (iv) The name of the employee and only
18 the last four digits of his or her social security number or an employee identification number other
19 than a social security number. For purposes of Labor Code § 226(e) "promptly and easily
20 determine" means a reasonable person [i.e. an objective standard] would be able to readily
21 ascertain the information without reference to other documents or information.

22 91. Therefore, as a direct and proximate cause of Defendants' violation of Labor Code
23 § 226(a), Class Members suffered injuries, including among other things confusion over whether
24 they received all wages owed them, the difficulty and expense involved in reconstructing pay
25 records, and forcing them to make mathematical computations to analyze whether the wages paid
26 in fact compensated them correctly for all hours worked.

27 92. Pursuant to Labor Code §§ 226(a) and 226(e) and 1174, and the applicable IWC
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1 Wage Order, paragraph 7(B), Class Members are entitled to recover the greater of all actual
2 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
3 hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate
4 penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and
5 reasonable attorneys' fees.

6 **SIXTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 203**
8 **(Against All Defendants)**

9 93. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 94. Numerous Class Members are no longer employed by Defendants; they either quit
12 Defendants' employ or were fired therefrom.

13 95. Defendants failed to pay these Class Members all wages due and certain at the time
14 of termination or within seventy-two (72) hours of resignation.

15 96. The wages withheld from these Class Members by Defendants remained due and
16 owing for more than thirty (30) days from the date of separation from employment.

17 97. Defendants failed to pay Class Members without abatement, all wages as defined
18 by applicable California law. Specifically, Class Members were not paid all regular and overtime
19 wages because Defendants failed to pay for all hours worked, required off the clock work,
20 unlawfully rounded time entries to the detriment of Class Members, and failed to incorporate non-
21 discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for
22 overtime, double time, sick pay, and meal and rest break premiums. Additionally, Defendants
23 failed to pay premium wages owed for unprovided meal periods and rest periods, as further
24 detailed in this Complaint. Defendants' failure to pay said wages within the required time was
25 willful within the meaning of Labor Code § 203.

26 98. Defendants' failure to pay wages, as alleged entitles these Class Members to
27 penalties under Labor Code § 203, which provides that an employee's wages shall continue until
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1 paid for up to thirty (30) days from the date they were due.

2 **SEVENTH CAUSE OF ACTION**
3 **VIOLATION OF LABOR CODE § 204**
4 **(Against All Defendants)**

5 99. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
6 full herein.

7 100. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
8 employment are due and payable twice during each calendar month, on days designated in
9 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
10 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month
11 during which the labor was performed, and labor performed between the 16th and the last day,
12 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
13 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment of
14 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
15 calendar days following the close of the payroll period.” As detailed above, Defendants
16 maintained a consistently applied policy and practice of not paying all wages earned between the
17 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned
18 between the 16th and the last day of the month between the 1st and 10th day of the following month.
19 Defendants similarly failed to pay all wages earned by not more than seven calendar days
20 following the close of the payroll period. These failures all arose from either Defendants’ failure to
21 pay for all hours worked or failure to pay all earned commission wages.

22 101. All wages due and owing to Plaintiffs and the Class Members, including as
23 required under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in
24 detail above. Additionally, wages required by Labor Code § 1194 and other sections became due
25 and payable to each Class Member in each pay period that he or she was not provided with a meal
26 period or rest period or paid straight or overtime wages or commissions to which he or she was
27 entitled.

102. Defendants thus violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required “to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiffs and the Class Members may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders.

103. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members seek to represent they have been deprived of wages in amounts to be determined at trial, and they are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs, pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the applicable IWC Wage Orders.

EIGHTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174 AND 1174.5

(Against All Defendants)

104. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

106. During the course of Plaintiffs’ and Class Members’ employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiffs and Class Members as required by California Labor Code § 1174 by failing to pay Plaintiffs and Class Members proper

1 wages, overtime, and premium pay as discussed above.

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

4 **NINTH CAUSE OF ACTION**

5 **REIMBURSEMENT OF NECESSARY EXPENDITURES UNDER LABOR CODE § 2802**

6 **(Against All Defendants)**

7 108. Plaintiffs re-allege and incorporate all preceding paragraphs as though set forth in
8 full herein.

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

12 110. Defendants have regularly required Plaintiffs to incur business expenses in the
13 course of performing his required job duties for Defendants including for cell phone expenses,
14 mileage, and other costs such as their supervisor's lunch. Plaintiffs were required to drive to the
15 mechanic to pick up Defendants' car. Additionally, Plaintiffs were required to use his cell phone
16 to communicate with customers regarding tools. Upon information and belief, Class Members
17 incurred similar costs. These expenses incurred by Plaintiffs and Class Members were necessary
18 and required of them in performing their assigned job duties, but Defendants failed to reimburse
19 Plaintiffs and Class Members for all such necessary expenditures. Class Members were not
20 reimbursed for those lawful and necessary work related expenses or losses incurred in direct
21 discharge of their job duties during employment with Defendants and at the direction of the
22 Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

23 111. As a result of the unlawful acts of Defendants, Class Members have been deprived
24 of reimbursement in amounts to be determined at trial; they are entitled to recovery of such
25 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

26 **TENTH CAUSE OF ACTION**

27 **FAILURE TO PRODUCE REQUESTED RECORDS, LABOR CODE §§ 226 and 1198**

(Against All Defendants)

112. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

113. Pursuant to California Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one calendar days from the date of the request.

114. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

115. Plaintiffs sent written requests through his counsel to Defendants for their payroll records, timecards, and personnel records. However, Plaintiffs have not received all of his requested records as of the date of this Complaint.

116. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiffs.

117. On information and belief, Defendants' failure to provide Plaintiffs with all of their requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiffs and Employees.

118. Pursuant to California Labor Code § 1198.5, Plaintiffs and Employees are entitled

1 to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

2 119. Pursuant to California Labor Code § 226(f), Plaintiffs are entitled to a penalty of
3 seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other
4 Class members similarly situated are similarly entitled.

5 **ELEVENTH CAUSE OF ACTION**
6 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***
7 **(Against All Defendants)**

8 120. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
9 full herein.

10 121. Plaintiffs, on behalf of themselves, Class Members, and the general public, brings
11 this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
12 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Class
13 Members and the general public. Plaintiffs seek to enforce important rights affecting the public
14 interest within the meaning of Code of Civil Procedure § 1021.5.

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

18 123. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
19 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
20 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
21 compensation for missed meal and rest breaks, and failed to adequately compensate Class
22 Members for all hours worked, due to systematic business practices as alleged herein that cannot
23 be justified, pursuant to the applicable California Labor Code and Industrial Welfare Commission
24 requirements in violation of California Business and Professions Code §§ 17200, *et seq.*, and for
25 which this Court should issue injunctive and equitable relief, pursuant to California Business &
26 Professions Code § 17203, including restitution of wages wrongfully withheld.

27 124. Wage-and-hour laws express fundamental public policies. Paying employees their
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1 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
2 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
3 vigorously to enforce minimum labor standards, to ensure that employees are not required or
4 permitted to work under substandard and unlawful conditions, and to protect law-abiding
5 employers and their employees from competitors who lower costs to themselves by failing to
6 comply with minimum labor standards.

7 125. Defendants have violated statutes and public policies. Through the conduct alleged
8 in this Complaint Defendants have acted contrary to these public policies, have violated specific
9 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
10 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
11 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
12 guaranteed to all employees under the law.

13 126. Defendants' conduct, as alleged above, constitutes unfair competition in violation
14 of the Business & Professions Code § 17200 *et seq.*

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

19 128. By the conduct alleged herein, Defendants have engaged and continue to engage in
20 a business practice which violates California and federal law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor
22 Code including Sections 203, 204, 226, 226.7, 512, 1194, 1197, and 1198, for which this Court
23 should issue declaratory and other equitable relief pursuant to California Business & Professions
24 Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
25 competition, including restitution of wages wrongfully withheld.

26 129. As a proximate result of the above-mentioned acts of Defendants, Class Members
27 have been damaged, in a sum to be proven at trial.

1 130. Unless restrained by this Court Defendants will continue to engage in such
2 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
3 should make such orders or judgments, including the appointment of a receiver, as may be
4 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
5 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
6 disgorgement of such profits as may be necessary to restore Class Members to the money
7 Defendants have unlawfully failed to pay.

8 **TWELFTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***
10 **(Against All Defendants)**

11 131. Plaintiffs reallege and incorporate all preceding paragraphs, as though set forth in
12 full herein.

13 132. Plaintiffs and the Employees in the Class are also aggrieved employees as defined
14 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
15 either were or are employed by the alleged violators, Defendants (“Aggrieved Employees”) during
16 the relevant time period.

17 133. In failing to pay Aggrieved Employees minimum wages and overtime, failing to
18 provide accurate itemized wage statements, and failing to pay Employees wages upon termination
19 or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved
20 Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also
21 failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved
22 Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage
23 Orders.

24 134. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
25 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
26 including the penalty provisions, without limitation, based, inter alia, on the following California
27 Labor Code sections: 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
28

1 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, and 2698 *et seq.*

2 135. More specifically, after complying with the notice procedures of Labor Code §
3 2699.3, Plaintiffs assert, as a representative action on behalf of the California Attorney General
4 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed
5 underlying claims and seeking penalties as specified by the applicable corresponding provisions,
6 including as follows:

7 (a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all
8 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
9 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
10 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
11 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
12 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
13 to Labor Code § 2699(g)(1);

14 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Class
15 Members off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
16 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
17 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
18 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
19 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
20 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
21 pursuant to Labor Code § 2699(g)(1);

22 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
23 Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to
24 maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226,
25 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
26 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
27 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
28

1 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
2 providing inaccurate wage statements and failing to maintain records as required under Labor
3 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
4 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
5 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
6 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
7 citation, ...";

8 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
9 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 202, 203, 204,
10 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
11 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
12 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
13 § 2699(g)(1);

14 (e) Failure to Reimburse Necessary Business Expenses: For Defendants' failure to
15 reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198,
16 and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil
17 penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5,
18 and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
19 pursuant to Labor Code § 2699(g)(1);

20 (f) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
21 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
22 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
23 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
24 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
25 2699(g)(1).

26 136. As also addressed above, Plaintiffs, on behalf of the Aggrieved Employees, also
27 seek the penalties and remedies set forth in Labor Code § 558, which states:

28 (a) Any employer or other person acting on behalf of an employer who violates, or

1 causes to be violated, a section of this chapter or any provision regulating hours and days of work
2 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1)
3 For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
4 which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.
5 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
6 each pay period for which the employee was underpaid in addition to an amount sufficient to
7 recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected
8 employee.

9 (b) If upon inspection or investigation the Labor Commissioner determines that a
10 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
11 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
12 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
13 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
14 violation of this chapter shall be the same as those set out in Section 1197.1.

15 (c) The civil penalties provided for in this section are in addition to any other civil or
16 criminal penalty provided by law.

17 137. Plaintiffs have exhausted his administrative remedies by sending a certified letter to
18 the LWDA and Defendants postmarked on **July 26, 2023** addressing in detail the specific
19 provisions of the Labor Code Defendants have violated and addressing the facts and legal theories
20 to support the alleged violations and requested penalties. The LWDA has not provided notice of
21 its intent to investigate the alleged violations within 65 calendar days of the postmark date of the
22 letter, and Plaintiffs adds this claim seeking penalties under the PAGA for the violations addressed
23 herein and in the PAGA Notice letter and the original Complaint.

24 **RELIEF REQUESTED**

25 WHEREFORE, Plaintiffs prays for the following relief:

- 26 1. For an order certifying this action as a class action;
- 27 2. For compensatory damages in the amount of the unpaid minimum wages for work
28 performed by Class Members and unpaid overtime compensation from at least four (4) years prior
to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and
interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime
and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Class

Members for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;

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

7. For penalties pursuant to Labor Code § 226(e) for Class Members, as may be proven;

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

9. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 204, as may be proven;

10. For restitution and/or damages for all amounts unlawfully withheld from the wages for all Class Members in violation of Labor Code § 2802, as may be proven;

11. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

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

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

14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

15. For other wages and penalties under the Labor Code as may be proven;

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

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

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

19. For an award of attorneys' fees; and

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

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DATED: March 14, 2025

D.LAW, INC.

By: /s/ Natalie Haritonian
David Yeremian
Natalie Haritonian
Attorneys for Plaintiff JORGE LEYVA, and
all others similarly situated

DATED: March 14, 2025

LAW OFFICES OF CORREN & CORREN

By: /s/ Spencer Sinclair
Adam Corren
Spencer Sinclair
Natalie Haritonian
Attorneys for Plaintiff LUCKY SYSAVATH,
and all others similarly situated

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DATED: March 14, 2025

By: /s/ Natalie Haritoonian
David Yeremian
Natalie Haritoonian
Attorneys for Plaintiff JORGE LEYVA, and
all others similarly situated

LAW OFFICES OF CORREN & CORREN

By: /s/ Spencer Sinclair
Adam Corren
Spencer Sinclair
Natalie Haritoonian
Attorneys for Plaintiff LUCKY SYSAVATH,
and all others similarly situated

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

On May 14, 2025, I served the foregoing: **SECOND AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Roberts, Kate
kate.roberts@sidley.com
Kwan, Nicole
nkwan@sidley.com
SIDLEY AUSTIN LLP
350 South Grand Avenue
Los Angeles, CA 90071

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

[X] COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

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

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 14, 2025, at Glendale, California.


Silvia Pimentel