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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/11/2022 at 11:44:00 AM
Clerk of the Superior Court
By Vanessa Sezenol, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

TERRY JOHNSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

ALSTOM TRANSPORTATION, INC., a
corporation; BOMBARDIER
TRANSPORTATION SERVICES USA
CORPORATION, a corporation;
BOMBARDIER MASS TRANSIT
CORPORATION, a corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 37-2022-00030734-CU-OE-CTL

Assigned to the Hon. Timothy Taylor
Department: C-72

CLASS ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Meal Period Violations
2. Rest Period Violations
3. Untimely Payment of Wages
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
- 7-12. Claims for Civil Penalties under the Private
Attorney's General Act of 2004

1 Plaintiff TERRY JOHNSON (“Plaintiff”), as an individual and on behalf of all others similarly
2 situated, and the State of California, brings this FIRST AMENDED CLASS AND
3 REPRESENTATIVE ACTION COMPLAINT against Defendants ALSTOM TRANSPORTATION,
4 INC; BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION; BOMBARDIER
5 MASS TRANSIT CORPORATION; and DOES 1 through 50 (collectively, “Defendants”), and on
6 information and belief alleges as follows:

7 INTRODUCTION

8 1. This is a class action brought under California Code of Civil Procedure § 382 for
9 Defendants’ violations of the California Labor Code and Business and Professions Code.

10 2. Plaintiff further seeks civil penalties under the Private Attorneys General Act of 2004
11 for Defendant’s violations of the California Labor Code.

12 3. Defendant’s employment policies and practices and payroll administration systems
13 enabled and facilitated these violations on a company-wide basis with respect to the Class Members.

14 JURISDICTION & VENUE

15 4. Jurisdiction of this action is proper in this Court under Article VI, Section 10 of the
16 California Constitution.

17 5. Venue as to each defendant is proper in this judicial district under Code of Civil
18 Procedure §§ 395(a) and 395.5 because Defendants conduct business in this county, employed
19 Plaintiff in this county, and committed some of the alleged violations in this county.

20 PARTIES

21 **A. Plaintiff Terry Johnson**

22 6. Plaintiff TERRY JOHNSON is an individual over 18 years of age who has worked for
23 Defendants in SAN DIEGO COUNTY as an hourly, non-exempt employee since January of 2008.

24 **B. Class Members**

25 7. Plaintiff brings this action as an individual and on behalf of the following classes under
26 Code of Civil Procedure § 382: All individuals currently or formerly employed by Defendants in the
27 State of California as hourly non-exempt employees at any time from four years preceding the filing
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of this action (plus 178 days) through the time of trial (the “Class” or “Class Members” and the “Class Period”).

8. Plaintiff further proposes the following subclasses:

- a. Meal Period Subclass: All Class Members who [1] worked shifts of five hours or more without a duty-free meal period of at least 30 minutes, or worked shifts of 10 hours or more without a second duty-free meal period of at least 30 minutes, and [2] who were not paid one hour of pay at the regular rate of compensation for each of those days.
- b. Rest Period Subclass: All Class Members who [1] were not authorized or permitted to take a rest period of at least 10 minutes for every four hours worked or major fraction thereof and [2] who were not paid one hour at the regular rate of compensation for each of those days
- c. Untimely Payment of Wages Subclass: All Class Members who are members of the following classes: (i) Meal Period Subclass, or (ii) Rest Period Subclass.
- d. Wage Statement Subclass: All Class Members who are members of the following classes who received a wage statement from Defendants at any time during the one-year period (plus 178 days) preceding the filing of this action (plus 178 days) through the present: (i) Meal Period Subclass, or (ii) Rest Period Subclass.
- e. Waiting Time Penalty Subclass: All Class Members who are members of the following classes at any time during the three-year period (plus 178 days) preceding the filing of this action through the present, excluding current employees who have never previously separated from employment with Defendants: (i) Meal Period Subclass, or (ii) Rest Period Subclass.

1 **C. Defendants**

2 8. Defendant ALSTOM TRANSPORTATION, INC. is a New York corporation
3 registered to do business in the State of California, doing business and employing labor throughout
4 San Diego County.

5 9. Defendant BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION
6 is a Delaware corporation registered to do business in the State of California, doing business and
7 employing labor throughout San Diego County.

8 10. Defendant BOMBARDIER MASS TRANSIT CORPORATION is a Delaware
9 corporation registered to do business in the State of California, doing business and employing labor
10 throughout San Diego County.

11 11. The true names and capacities, whether individual, corporate, or otherwise, of the
12 parties sued as DOES 1 through 50, are presently unknown to Plaintiff, who sues them by such
13 fictitious names under Code of Civil Procedure section 474. Plaintiff is informed, believes, and alleges
14 that each of the fictitious defendants is responsible in some manner for the acts and omissions alleged
15 herein. Plaintiff will seek leave to amend this Complaint to reflect their true names and capacities
16 when they become known.

17 12. Plaintiff is informed, believes, and alleges that all defendants in this action are
18 employers, co-employers, joint employers, and/or part of an integrated employer enterprise, as each
19 defendant exercises control over the wages, hours, and working conditions of Plaintiff and the other
20 aggrieved employees, suffers and permits them to work, and/or otherwise engages the workforce
21 creating a common law employment relationship.

22 13. Plaintiff is informed, believes, and alleges that at least some of the defendants have
23 common ownership, common management, interrelationship of operations, and centralized control
24 over labor relations and are therefore part of an integrated enterprise and thus jointly and severally
25 responsible for the acts and omissions alleged herein.

26 14. Plaintiff is informed, believes, and alleges that each defendant acted in all respects
27 pertinent to this action as an alter-ego, agent, servant, joint employer, joint venturer, co-conspirator,
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1 partner, in an integrated enterprise, or in some other capacity on behalf of all other co-defendants,
2 such that the acts and omissions of each defendant may be legally attributable to all others.

3 15. Plaintiff is informed, believes and alleges that the above-mentioned defendants violated
4 and/or caused to be violated Labor Code and IWC Wage Order provisions and/or regulating minimum
5 wages and days of work and other provisions of the Labor Code with respect to the Class of aggrieved
6 employees. As a result, they may be held personally liable under Labor Code sections 558, 558.1,
7 and 1197.1. *See, e.g., Atempa v. Pedrazzani* (2018) 27 Cal. App. 5th 809.

8 **GENERAL ALLEGATIONS**

9 16. Defendants operate the Coaster commuter rail service throughout San Diego County
10 and employ or employed individuals like Plaintiff as conductors, locomotive engineers, and other
11 onsite personnel who work on the Coaster and Sprinter in San Diego County.

12 17. Defendants also operate other rail systems throughout California, including those
13 operating at the following systems: San Francisco Bay Area Rapid Transit District, North County
14 Transit District (NCTD), among others in the State of California.

15 18. On information and belief, Alstom acquired Bombardier's transportation division at
16 some during the Class Period. Together, Defendants engaged, suffered, and permitted Plaintiff and
17 the other Class Members to work, exercised control over their respective wages, hours, and working
18 conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint
19 employer of Plaintiff and the Class Members. Defendants legally employed Plaintiff and the other
20 Class Members under California law.

21 19. Based on the nature of their job responsibilities, Plaintiff and the Class Members were
22 precluded from taking uninterrupted, duty free 10-minute rest periods at the proper intervals (or at all)
23 in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage
24 Orders, including section 12.

25 20. Defendants did not provide relief for Plaintiff or the Class Members to take off-duty
26 breaks (on or off the train), and the result was and remains that Class Members like Plaintiff must
27 work their respective shifts without breaks and/or on-duty.
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1 21. Despite paying meal premiums automatically to some of the Class, Defendants
2 maintained a policy and practice of failing to pay rest period premiums to employees working these
3 shifts of 4+ hours. Class Members should have been paid one rest period premium for each shift
4 worked due to rest breaks being either non-existent or “on-duty.”

5 22. When Defendants did not provide fully compliant rest periods, Defendants failed to pay
6 Plaintiff and Class Members a rest period premium at the regular rate of compensation in violation of
7 Labor Code section 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including
8 section 12.

9 23. Although Plaintiff received meal period premiums, to the extent other Class Members
10 did *not* receive meal period premiums at the same or other sites, on information and belief, Defendants
11 failed to pay meal period premiums at the lawful regular rate of compensation to those affected Class
12 Members in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the
13 IWC Wage Orders, including section 12.

14 24. As discussed above, because of the nature of the work and services provided by Class
15 Members, along with Defendants’ staffing and policies and practices, timely, uninterrupted, and duty-
16 free meal periods were not provided in accordance with California law.

17 25. On those occasions, Defendants failed to provide compliant meal periods to Plaintiff
18 and the Class Members. Additionally, on those occasions, meal period premiums were due in
19 accordance with Labor Code § 226.7.

20 26. Because Defendants did not pay Plaintiff and the Class Members all wages (including
21 meal and rest period premiums) owed each pay period of their employment, Defendants failed to
22 timely pay all wages owed each pay day or upon separation of employment (or within 72 hours
23 thereof), in violation of Labor Code sections 201 through 203 (waiting time) and 204 and 204b
24 (paydays). *See Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal. 5th 93.

25 27. Defendants equally failed in their affirmative obligation to provide accurate itemized
26 wage statements each pay period to Plaintiff and Class Members. Defendants issued wage statements
27 to Plaintiff and, on information and belief, other Class Members, which contain at least two distinct
28 types of violations.

1 28. First, on each wage statement furnished, Defendants failed to accurately state the “gross
2 wages earned” and “net wages earned” in violation of Labor Code § 226(a)(1) and (5), as Plaintiff
3 and Class Members were deprived meal and rest period premiums earned at the lawful rate, resulting
4 in an inaccurate itemization of gross and net wages earned on those wage statements.

5 29. Second, on each wage statement furnished to Plaintiff and, on information and belief,
6 the Class Members, Defendants failed to accurately state “all applicable hourly rates in effect during
7 the pay period and the corresponding number of hours worked at each hourly rate by the employee”
8 in violation of Labor Code § 226(a)(9), as the wage statements issued to Plaintiff and Class Members
9 fail to reflect earned meal or rest period premiums.

10 30. Defendants’ wage statement issues described above rendered the wage statements
11 inaccurate and confusing to Plaintiff and Class Members, presenting a false portrayal of accuracy on
12 the wage statements relied upon by Plaintiff and Class Members as the sole documentary evidence of
13 their respective earnings.

14 31. Plaintiff and Class Members suffered injury in the form of confusion regarding amounts
15 paid for hours worked, and in the form of concealment of the common payroll practices causing the
16 violations and underpayment of wages and wage statement deficiencies as addressed in this
17 Complaint.

18 32. Indeed, Plaintiff and, on information and belief, Class Members were misinformed and
19 misled by the wage statements. As a result of the inaccuracies on the wage statements, Plaintiff and,
20 on information and belief, Class Members were led to believe that the gross wages reflected were a
21 complete and accurate reflection of the wages actually earned under California law.

22 33. Defendants’ wage statement violations were knowing and intentional as a matter of law
23 with respect to Plaintiff and California Class Members given that the legal obligation was not
24 disputed, the wage statement and wage laws are clear and unambiguous as written, and because
25 Defendants nevertheless failed to comply despite the means and ability to do so.

26 34. Because of the violations set forth in this Complaint, including Defendants’ failure to
27 accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay (i.e.,
28 unrecorded off-the-clock hours), Defendants violated Labor Code section 1174 and the IWC Wage

1 Orders by failing to maintain records showing accurate daily hours worked at the corresponding wage
2 rate, and the wages paid to each employee.

3 35. Plaintiff is informed, believes, and alleges that Defendants' acts and omissions have
4 knowingly and intentionally caused harm to Plaintiff and the Class Members. Plaintiff is informed,
5 believes, and alleges that Defendants have engaged in systemic violations of the Labor Code and IWC
6 Wage Orders by maintaining practices, policies, and customs that are inconsistent with their
7 obligations under California law.

8 **CLASS ALLEGATIONS**

9 36. ***Numerosity.*** The members of the Class are so numerous that joinder of all individuals
10 would be impracticable. The identity of the Class Members is readily ascertainable by inspection of
11 employment and payroll records Defendants maintain and are required to maintain by under the
12 California Labor Code, IWC Wage Orders, and federal law. Plaintiff is informed, believes, and alleges
13 there are more than 40 Class Members.

14 37. ***Adequacy of Representation.*** Plaintiff is an adequate class representative. Plaintiff
15 will take all necessary steps to adequately and fairly represent and protect the interest of the Class.
16 Plaintiff is represented by attorneys who have substantial experience prosecuting, defending,
17 resolving and litigating wage and hour class actions in California state and federal courts.

18 38. ***Superiority.*** A class action is superior to other means for adjudication of the claims of
19 the Class and is beneficial and efficient for the parties and the Court. Class treatment will allow for
20 the common issues to be resolved in a single forum, simultaneously and without duplication of effort
21 and expense.

22 39. ***Commonality.*** Common questions of law and fact and a community of interest exists
23 amongst Plaintiff and the Class Members. These common issues arise from the employment
24 relationship with Defendants and predominate over any individual issues.

25 40. ***Typicality.*** Plaintiff's claims are typical of the claims of the other Class Members.
26 Plaintiff and Class Members were subject to the same policies and practices of Defendants, which
27 resulted in losses to Plaintiff and Class Members. Proof of common unlawful business practices,
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1 which Plaintiff experienced and is representative of, will establish the right of the Class Members to
2 recover on the causes of action alleged herein.

3 PAGA ALLEGATIONS

4 41. Plaintiff seeks to recover civil penalties as an individual aggrieved employee, on behalf
5 of the State of California and the “aggrieved employees,” defined as follows:

6 All current and former non-exempt hourly employees who worked for
7 Defendants in the State of California during the period of **July 31, 2021** through
8 the current date and the date of final judgment in this action (“PAGA Period”).

9 This period is extended by 178 days under Emergency Rule No. 9.

10 42. The State of California, via the Labor and Workforce Development Agency
11 (“LWDA”), is the real party in interest in this action with respect to the PAGA claims. (*Kim v. Reins*
12 *Int’l California, Inc.* (2020) 9 Cal. 5th 73, 81 [The “government entity on whose behalf the plaintiff
13 files suit is always the real party in interest.”]).

14 43. Plaintiff is an “aggrieved employee” because Plaintiff was employed by Defendants
15 and personally experienced one or more of the alleged violations. Therefore, Plaintiff is properly
16 suited to act on behalf of the State of California and collect civil penalties for violations committed
17 against all other current and former aggrieved employees of Defendants. (*See, e.g., Huff v. Securitas*
18 *Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751 [“PAGA allows an “aggrieved
19 employee”—a person affected by one Labor Code violation committed by an employer—to pursue
20 penalties for all the Labor Code violations committed by that employer.”]).

21 44. “Notwithstanding any other provision of law, any provision of this code that provides
22 for a civil penalty to be assessed and collected by the Labor and Workforce Development
23 Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a
24 violation of this code, may, as an alternative, be recovered through a civil action brought by an
25 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
26 to the procedures specified in Section 2699.3.” (Labor Code § 2699(a)).

27 45. On **July 31, 2022**, Plaintiff gave written notice by online filing with the LWDA and by
28 certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated,

1 including the facts and theories to support the alleged violations (the “PAGA Notice”). Plaintiff paid
2 the requisite filing fee to the LWDA. A copy of the PAGA Notice is attached hereto as **Exhibit 1** and
3 incorporated by reference.

4 46. Within 33 calendar days of the postmark date of the notice sent by Plaintiff, Defendants
5 did not give written notice by certified mail to Plaintiff providing a description of any actions taken
6 to cure the alleged violations.

7 47. Now that at least 65 days have passed from Plaintiff notifying Defendants of these
8 violations, without any notice of cure from Defendants or notice from the LWDA of its intent to
9 investigate the alleged allegations and issue the appropriate citations to Defendant, Plaintiff exhausted
10 all prerequisites and commences this civil action under Labor Code § 2699.

11 48. Any allegations regarding violations of the IWC Wage Orders are enforceable as
12 violations of Labor Code section 1198, which states: “[t]he employment of any employee for longer
13 hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

14 **FIRST CAUSE OF ACTION**

15 **MEAL PERIOD VIOLATIONS**

16 **(ALL CLAIMS ALLEGED AGAINST ALL DEFENDANTS)**

17 49. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

18 50. This cause of action is brought by the Meal Period Subclass pursuant to the IWC Wage
19 Orders and Labor Code §§ 226.7, 558 and 512, which require non-exempt employees be provided
20 complaint meal periods (or meal period premiums in lieu thereof), and which further provide a private
21 right of action for an employer’s failure to lawfully provide all meal periods and/or pay meal period
22 premiums at the lawful regular rate of compensation.

23 51. Defendants willfully failed in their affirmative obligation to consistently provide
24 Plaintiff and Class Members compliant, duty-free meal periods of not less than 30 minutes beginning
25 before the fifth hour of hour for each work period of more than five hours per day and a second duty-
26 free meal period of not less than 30 minutes beginning before the tenth hour of hour of work in
27 violation of Labor Code sections 226.7, 512, 558, 1198 and the IWC Wage Orders (the “Meal Periods”
28 sections of the applicable orders).

1 52. Further, Defendants willfully failed in their affirmative obligation to consistently pay
2 Plaintiff and the Class one additional hour of pay at the respective regular rate of compensation for
3 each workday that a fully compliant meal period was not provided, in violation of Labor Code sections
4 226.7, 512, 558, and 1198 and the IWC Wage Orders (the “Meal Periods” sections of the applicable
5 orders).

6 53. Plaintiff and the Class are entitled to recover to the full amount of the meal period
7 premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to
8 the extent permitted by law.

9 **SECOND CAUSE OF ACTION**

10 **REST PERIOD VIOLATIONS**

11 54. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

12 55. This cause of action is brought by the Rest Period Subclass pursuant to the IWC Wage
13 Orders and Labor Code §§ 226.7 and 516, which require non-exempt employees be authorized to take
14 complaint rest periods (or rest period premiums in lieu thereof), and which further provide a private
15 right of action for an employer’s failure to lawfully provide all rest periods and/or pay rest period
16 premiums at the lawful regular rate of compensation.

17 56. Defendants willfully failed in their affirmative obligation to consistently authorize and
18 permit Plaintiff and Class Members to receive compliant, duty-free rest periods of not less than ten
19 (10) minutes for every four hours worked (or major fraction thereof) in violation of Labor Code
20 sections 226.7, 516, 558, and 1198 and the IWC Wage Orders (the “Rest Periods” sections of the
21 applicable orders).

22 57. Further, Defendants willfully failed in their affirmative obligation to consistently pay
23 Plaintiff and the Class one additional hour of pay at the respective regular rate of compensation for
24 each workday that a fully compliant rest period was not provided, in violation of Labor Code sections
25 226.7, 516, 558, and 1198 and the IWC Wage Orders.

26 58. Plaintiff and the Class are entitled to recover to the full amount of the rest period
27 premiums owed, in addition to interest, statutory and civil penalties, and attorneys’ fees, and costs to
28 the extent permitted by law.

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Class Members. Specifically, the wage statements issued to Plaintiff and Class Members did not accurately state each pay period all of the information required by Labor Code § 226(a)(1)-(9).

66. Defendants' unlawful acts and omissions deprived Plaintiff and the Class of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

67. As a result, Plaintiff and the Class are entitled to recover the statutory penalty of \$50 per employee for the initial pay period in which a violation occurred and \$100 per employee for each violation in a subsequent pay period, up to an aggregate penalty of \$4,000 per employee, in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 226(e).

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

68. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

69. This cause of action is brought by the Waiting Time Penalty Subclass pursuant to Labor Code §§ 201 through 203, which require an employer to timely pay all wages earned upon termination of employment, and which further provide a private right of action to recover statutory waiting time penalties each day an employer fails to comply with this obligation, up to a maximum of 30 days wages.

70. Defendants willfully failed and continue to fail in their affirmative obligation to pay all wages earned and unpaid to Plaintiff and members of the Waiting Time Penalty Subclass immediately upon termination of employment or within 72 hours thereafter for employees who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the IWC Wage Orders.

71. Plaintiff and the Waiting Time Penalty Subclass are entitled to recover to a waiting time penalty for a period of up to 30 days, in addition to interest, attorneys' fees, and costs to the extent permitted by law.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

72. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

1 73. Plaintiff brings this cause of action on behalf of all Classes.

2 74. Defendants have engaged and continue to engage in unfair and/or unlawful business
3 practices in the State of California in violation of California Business and Professions Code § 17200
4 by failing committing the foregoing wage and hour violations alleged throughout this Complaint.

5 75. Defendants' dependance on these unfair and/or unlawful business practices deprived
6 Plaintiff and continue to deprive other Class Members of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage to
8 Defendants over competitors who have been and/or are currently employing workers in compliance
9 with California's wage and hour laws. These failures constitute unlawful, deceptive, and unfair
10 business acts and practices in violation of Business and Professions Code section 17200, et seq.

11 76. Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged in this
12 Complaint, and Plaintiff, as an individual and on behalf of others similarly situated, seeks full
13 restitution of the moneys as necessary and according to proof to restore all monies withheld, acquired,
14 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

15 77. Plaintiff and the Class are entitled to injunctive relief against Defendants, restitution,
16 and other equitable relief to return all funds over which Plaintiff and the Class have an ownership
17 interest and to prevent future damage and the public interest under Business and Professions Code
18 § 17200, et seq. Plaintiff and the Class are further entitled to recover interest, attorneys' fees, and
19 costs to the extent permitted by law, including under Code of Civil Procedure § 1021.5.

20 **SEVENTH CAUSE OF ACTION**

21 **CIVIL PENALTIES FOR MEAL PERIOD VIOLATIONS (PAGA)**

22 78. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

23 79. Defendants willfully failed in their affirmative obligation to consistently provide
24 Plaintiff and aggrieved employees compliant, duty-free meal periods of not less than 30
25 minutes beginning before the fifth hour of hour for each work period of more than five hours per day
26 and a second duty free meal period of not less than 30 minutes beginning before the tenth hour of hour
27 of work in violation of Labor Code sections 226.7, 512, 1198 and the IWC Wage Orders (the "Meal
28 Periods" sections of the applicable orders).

80. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and aggrieved employees one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant meal period was not provided, in violation of Labor Code sections 226.7 and the IWC Wage Orders.

EIGHTH CAUSE OF ACTION

82. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

84. Further, Defendants willfully failed in their affirmative obligation to consistently pay Plaintiff and aggrieved employees one additional hour of pay at the respective regular rate of compensation for each workday that a fully compliant rest period was not provided, in violation of Labor Code sections 226.7, 1198 and the IWC Wage Orders.

NINTH CAUSE OF ACTION

86. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

87. Defendants willfully failed in their affirmative obligation to timely pay all wages and premiums earned by Plaintiff and aggrieved employees twice during each calendar month on days designated in advance by the employer as regular paydays (for employees paid on a non-weekly basis) and on the regularly-scheduled weekly payday for any weekly employees, as applicable, in violation of Labor Code sections 204 and 204b and the IWC Wage Orders (the “Minimum Wages” sections of the applicable orders).

88. As a result, Defendants violated the Labor Code and IWC Wage Orders and are liable to Plaintiff, the aggrieved employees and the State of California for civil penalties as required by Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to the extent permitted by law, including under Labor Code section 2699(g).

TENTH CAUSE OF ACTION

CIVIL PENALTIES FOR WAGE STATEMENT VIOLATIONS (PAGA)

89. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

90. Labor Code section 226.3 provides: “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

91. Defendants knowingly and intentionally failed in their affirmative obligation provide accurate itemized wage statements to Plaintiff and Aggrieved Employees in violation of Labor Code section 226(a). Specifically, the wage statements issued to Plaintiff and the aggrieved employees did not accurately state each pay period all of the information required by Labor Code section 226(a)-(9).

92. Defendants' unlawful acts and omissions deprived Plaintiff and aggrieved employees of accurate itemized wage statements, causing confusion and concealing wage and premium underpayments.

93. As a result, Defendants violated the Labor Code and IWC Wage Orders and are liable to Plaintiff, the aggrieved employees, and the State of California for civil penalties as required by

1 Labor Code sections 226.3 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to
2 the extent permitted by law, including under Labor Code section 2699(g).

3 **ELEVENTH CAUSE OF ACTION**

4 **CIVIL PENALTIES FOR FAILURE TO PAY ALL WAGES UPON SEPARATION**

5 **(PAGA)**

6 94. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

7 95. Defendants willfully failed in their affirmative obligation to pay all wages (including
8 overtime, sick leave, and meal and rest premiums) earned and unpaid to Plaintiff and aggrieved
9 employees immediately upon termination of employment or within 72 hours thereafter for employees
10 who did not provide at least 72 hours prior notice of his or her intention to quit, and further failed to
11 pay those sums for 30 days thereafter in violation of Labor Code sections 201 through 203 and the
12 IWC Wage Orders.

13 96. As a result, Defendants violated the Labor Code and IWC Wage Orders and are liable
14 to Plaintiff, the aggrieved employees and the State of California for civil penalties as required by
15 Labor Code sections 558 and 2699(a) and (f)(2), in addition to interest, attorneys' fees, and costs to
16 the extent permitted by law, including under Labor Code section 2699(g).

17 **TWELFTH CAUSE OF ACTION**

18 **RECORDKEEPING VIOLATIONS (PAGA)**

19 97. Plaintiff incorporates all outside paragraphs of this Complaint as if set forth herein.

20 98. Labor Code section 1174 provides: "Every person employing labor in this state shall:
21 ...(d) Keep, at a central location in the state or at the plants or establishments at which employees are
22 employed, payroll records showing the hours worked daily by and the wages paid to, and the number
23 of piece-rate units earned by and any applicable piece rate paid to, employees employed at the
24 respective plants or establishments. These records shall be kept in accordance with rules established
25 for this purpose by the commission, but in any case shall be kept on file for not less than three years."

26 99. Labor Code section 1174.5 provides: "Any person employing labor who willfully fails
27 to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records
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required by subdivision (d) of Section 1174 ..., shall be subject to a civil penalty of five hundred dollars (\$500).”

100. Defendants willfully failed in their affirmative obligation to maintain accurate records showing the hours worked daily and wages paid to the aggrieved employees, in violation of Labor Code sections 1174, 1198 and the IWC Wage Orders (the “Records” sections of the applicable orders).

101. As a result, Defendants violated the Labor Code and is liable to Plaintiff, the aggrieved employees, and the State of California for civil penalties as required by Labor Code section 1174.5, in addition to attorneys’ fees, costs, and interest to the extent permitted by law, including under Labor Code section 2699(g).

PRAYER

Plaintiff prays for judgment as follows:

- a. For certification of this action as a class action;
- b. For appointment of Plaintiff as the representative of the Class;
- c. For appointment of above-captioned counsel for Plaintiff as Class Counsel;
- d. For recovery of damages in amount according to proof;
- e. For all recoverable pre- and post-judgment interest;
- f. For disgorgement of all amounts wrongfully obtained;
- g. For this action to be maintained as a representative action under the PAGA and for Plaintiff and counsel to be provided with all enforcement capability as if the action were brought by the State of California or the California Division of Labor Enforcement;
- h. For recovery of all civil penalties and other recoverable amounts under the PAGA;
- i. For restitution and injunctive relief;
- j. For reasonable attorneys’ fees and costs of suit, including expert fees, to the extent permitted by law, including (without limitation) under Labor Code §§ 218.5, 226, 1194, and Code of Civil Procedure section 1021.5; and
- k. For such other relief the Court deems just and proper.

1 Dated: October 11, 2022

Ferraro Vega Employment Lawyers, Inc.

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4 Nicholas J. Ferraro

5 *Attorneys for Plaintiff Terry Johnson*

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EXHIBIT 1
Notice of Labor Code Violations

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

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July 31, 2022

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Alstom Transportation, Inc.
641 Lexington Avenue, 28th Floor
New York, NY 10022

Bombardier Mass Transit Corporation
641 Lexington Avenue, 28th Floor
New York, NY 10022

**Bombardier Transportation Services
USA Corporation**
1 Learjet Way
Wichita, KS 67209

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **07/31/2022**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of TERRY JOHNSON (“Claimant”), and all other “aggrieved employees” of ALSTOM TRANSPORTATION, INC.; BOMBARDIER TRANSPORTATION SERVICES USA CORPORATION; and BOMBARDIER MASS TRANSIT CORPORATION, along with any other related employer entities, including those who may be later added upon further investigation (collectively, “Defendants”). This notice is provided pursuant to California Labor Code section 2699.3.

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed period under Labor Code section 2699.3, Claimant shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California Private Attorneys General Act (“PAGA”).

“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

FACTUAL STATEMENT

Defendants Bombardier and Alstom employ aggrieved employees like Claimant in the State of California in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimant seeks to represent include the following individuals:

All current and former non-exempt hourly employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of final judgment in any pending action (the “aggrieved employees” and the “PAGA Period”).

Defendants operate the Coaster commuter rail service throughout San Diego County and employ or employed individuals like Claimant as conductors, locomotive engineers, and other onsite personnel who work on the Coaster and Sprinter in San Diego County. Defendants also operate other rail systems throughout California, including those operating at the following systems: San Francisco Bay Area Rapid Transit District, North County Transit District (NCTD), among others in the State of California. According to Bombardier, there were approximately 500 current employees in California in 2019. (*Bombardier announces expansion of its U.S. footprint in California*, June 14, 2019), Bombardier.com, <https://bombardier.com/en/media/news/bombardier-announces-expansion-its-us-footprint-california> [accessed July 30, 2022]). Claimant seeks to represent all California aggrieved employees, not limited to those at the NCTD system, as Alstom/Bombardier maintained statewide policies and practices affecting all aggrieved employees.

This letter challenges Defendants’ prior and current practices with respect to its California workforce.

As of sometime this year, at the NCTD rail system where Claimant worked, NCTD completed insourcing of its rail equipment and train operations functions in San Diego County. Bombardier/Alstom no longer handles these functions at these sites though may handle other functions at that site. (*NCTD brings rail operations for Coaster and Sprinter services in house*, June 28, 2022), Mass Transit Mag, <https://www.masstransitmag.com/rail/article/21272472/nctd-brings-rail-operations-for-coaster-and-sprinter-services-in-house> [accessed July 30, 2022]).

On information and belief, and according to company press releases, Alstom acquired Bombardier’s transportation division at some during the PAGA Period. Together, Defendants engaged, suffered, and permitted Claimant and the other “aggrieved employees” to work, exercised control over their respective wages, hours, and working conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint employer

of Claimant and the aggrieved employees. Defendants legally employed Claimant and the other aggrieved employees under California law.

Claimant TERRY JOHNSON works for Defendants as a train conductor. Her employment with Defendants ended as of the date Alstom/Bombardier no longer managed the property. She worked has worked on the rail line since January 2008. In August 2020, she was transferred to the Coaster from the Sprinter, which is the light rail operation that is also operated by Bombardier/Alstom. Throughout her tenure, Claimant has always worked as an hourly, non-exempt employee. Defendants operate nationwide, including throughout California.

Claimant seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimant reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action.

Underpaid Rest Period Premiums
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, including No. 9 for the Transportation Industry, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *See Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods) in Wage Order No. 9 (Transportation Industry) further required Defendants to provide rest periods to the aggrieved employees in this case.

However, the aggrieved employees were precluded from taking uninterrupted, duty 10-minute free rest periods at the proper intervals (or at all) based on the nature of their job responsibilities. Defendants did not provide relief for aggrieved employees to take off-duty breaks (on or off the train), and the result was and remains that aggrieved employees like Claimant must work their respective shifts without breaks and/or on-duty. Despite paying meal premiums automatically to some of the aggrieved employees in light of the consistent nature of the work, Defendants maintained a policy and practice of failing to pay rest period premiums to employees working these shifts of 4+ hours. Aggrieved employees should have been paid one rest period premium for each shift worked due to rest breaks being either non-existent or "on-duty."

Claimant's attempts to rectify this situation were rejected. Claimant's and other requests for payment of a rest period premium for such shifts were denied by Defendants. Defendants, with respect to Claimant, paid meal period premiums for each shift worked, but did not pay the corresponding rest period premium for those same days.

BOMBARDIER
Bombardier Transportation Services
USA Corporation
1600 Ludlow Street
Baltimore, MD 21230
1.855.289.3522

Page 001 of 001
Period Beg/End: 02/13/2022 - 02/19/2022
Advice Date: 02/25/2022
Advice Number: 0052607833
Batch Number: 000000005619

TERRY JOHNSON
32024 DEL CIELO OESTE
#9
BONSALL CA 92003

Earnings	Rate	Hours/Units	Amount	Year-To-Date	Other Benefits and Information	This Period	Year-to-Date
Missed Meal	33.46	5.00	167.30	970.34	ER MED CONTR	127.83	1,022.64
Regular working ti	33.46	8.00	267.68		Dental Employer	3.73	29.84
Regular working ti	33.46	8.00	267.68		Vision Employer	0.90	7.20
Regular working ti	33.46	8.00	267.68		Basic Life Empl	0.55	4.40

Exemplar Wage Statement Showing that Claimant Paid Meal Period Premiums w/o Rest Period Premiums

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Meal Period Premiums **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Although Claimant received meal period premiums, to the extent other aggrieved employees did *not* receive meal period premiums at the same or other sites, on information and belief, Defendants failed to pay meal period premiums at the lawful regular rate of compensation to those affected aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 along with the IWC Wage Orders, including No. 9 for the Transportation Industry, requires that employers provide a 30-minute, uninterrupted meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders "employment of any employee

for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful.

As discussed above, because of the nature of the work and services provided by aggrieved employees, along with Defendants’ staffing and policies and practices, timely, uninterrupted, and duty-free meal periods were not provided in accordance with California law. On those occasions, Defendants failed to provide compliant meal periods to Claimant and the aggrieved employees. Additionally, on those occasions, meal period premiums were due in accordance with Labor Code § 226.7. The aggrieved employees’ time records establish meal period liability on their face.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimant and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimant or other aggrieved employees, such amounts are untimely in violation of these payday statutes. The wages that Defendants failed to pay Claimant and other aggrieved employees on time each pay period were the rest period premiums. *See Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal. 5th 93.

Because Defendants failed to pay all wages in each pay period in which such wages were earned at the lawful rate for premium wages, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay period. Labor Code section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As explained above, Defendants failed to pay Claimant and other aggrieved employees rest and/or rest period premiums. As such, Defendants are separately liable for not paying the full amount owed to Claimant and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to aggrieved employees by failing to pay all wages/premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

Defendants failed to pay rest and/or period premiums owed to aggrieved employees during their employment, as addressed above, and also failed to timely pay those wages to departing employees upon separation of employment. Defendants did not pay waiting time penalties for those late days, up to 30 days. As a result, Defendants violated Labor Code sections 201, 202 and 203.

As a result, Claimant may recover civil penalties on behalf of aggrieved employees and the State of California as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code section 226 with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly

rate by the employee.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, because of the foregoing violations identified in this notice—unpaid rest and/or meal period premiums—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned rest and/or period premiums that were not paid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the pay stub.

Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable premium rate in effect and the number of hours worked at that rate, as Defendants failed to pay break premiums that were earned by the aggrieved employees.

Claimant and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimant and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

Thus, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Attorneys’ Fees and Costs
Labor Code § 2699(g)

Claimant has been compelled to retain the services of counsel to file this court action to protect her interests, the interests of other aggrieved employees, and the State of California. Claimant

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); see also *Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

has thereby incurred and will continue to incur attorneys' fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

**Notice of Demand for Defendants
to Change Policies and Practices**

Claimant intends to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant's counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimant and their counsel to fully release liability and resolve the claims alleged in this notice. Claimant will establish that (1) her lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimant has hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553 (authorizing an award of catalyst attorneys' fees)).

As the PAGA representative, Claimant has a duty to file this case at the earliest opportunity. Defendants may contact Claimant's counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

If the LWDA does not pursue enforcement, Claimant will bring representative claims on behalf of the State of California and the aggrieved employees seeking all recoverable civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Thank you for your attention to this matter.

Sincerely,



Nicholas J. Ferraro

Cc Claimant
 Lauren N. Vega, Esq.