

FILED/ENDORSED
Clerk of the Superior Court

MAY 18 2020
G. Ureña

By _____
DEPUTY CLERK

By _____

DAVID G. SPIVAK (SBN 179684)
david@spivaklaw.com
CAROLINE TAHMASSIAN (SBN 285680)
caroline@spivaklaw.com
THE SPIVAK LAW FIRM
16530 Ventura Blvd., Ste 203
Encino, CA 91436
Telephone (818) 582-3086
Facsimile (818) 582-2561

Attorney for Plaintiff,
ANTHONY SIKES, and all others similarly situated
(additional attorneys listed on next page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

**COUNTY OF SOLANO
(UNLIMITED JURISDICTION)**

ANTHONY SIKES, on behalf of himself, and
all others similarly situated, and as an
“aggrieved employee” on behalf of other
“aggrieved employees” under the Labor Code
Private Attorneys General Act of 2004,

Plaintiff(s),

vs.

WING DHABA, INC., a California corporation
doing business as WINGSTOP; and DOES 1
through 50, inclusive,

Defendant(s).

Case No.: FCS054490

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and 1198);
2. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to Compensate For All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
4. Wage Statement Penalties (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code §§ 201–203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*); and
7. Civil Penalties (Lab. Code §§ 2698, *et seq.*).

JURY TRIAL DEMANDED

By Fax



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ADDITIONAL ATTORNEY FOR PLAINTIFF

WALTER HAINES (SBN 71075)
whaines@uelglaw.com
UNITED EMPLOYEES LAW GROUP
5500 Bolsa Ave., Suite 201
Huntington Beach, CA 92649
Telephone: (562) 256-1047
Facsimile: (562) 256-1006



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 Plaintiff ANTHONY SIKES (hereafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations of
5 the California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the
6 Wage Order”) and the Business and Professions Code against defendants WING DHABA, INC.,
7 a California corporation doing business as WINGSTOP; and DOES 1 through 50, inclusive
8 (“Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated current and former employees in California for unpaid wages and
11 other related relief. These claims are based on Defendants’ alleged failures to (1) provide all meal
12 periods, (2) provide all rest periods, (3) pay all wages for all hours worked, (4) issue accurate and
13 complete itemized wage statements, (5) timely pay final wages upon termination of employment,
14 and (6) fairly compete. Accordingly, Plaintiff now seeks to recover unpaid wages and related
15 relief through this class action.

16 **JURISDICTION AND VENUE**

17 3. This Court has subject matter jurisdiction because the aggregate claims of Plaintiff
18 and Class Members, inclusive of all relief, place more than \$25,000 in controversy.

19 4. There is no basis for federal question subject matter jurisdiction in this case.
20 Specifically, Plaintiff asserts claims on behalf of himself and Class Members that solely arise
21 under California law, rather than federal law.

22 5. There is also no basis for federal diversity jurisdiction in this case.

23 6. Venue is proper in Solano pursuant to California Code of Civil Procedure § 395(a)
24 and § 395.5 in that liability arose in Solano because at least some of the transactions that are the
25 subject matter of this Complaint occurred therein and/or because each defendant is found,
26 maintains offices, transacts business, and/or has an agent therein.

27 **PARTIES**

28 7. Plaintiff is an individual and a resident of Lake County, California. At all relevant
times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations
Section 11050 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

8. Defendant WING DHABA, INC., doing business as WINGSTOP, is a corporation



1 organized under the laws of California and also a citizen of California based on Plaintiff's
2 information and belief.

3 9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-50, inclusive, but
5 is informed and believes and thereon alleges that said defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend the complaint to allege the true names and capacities of the DOE defendants
8 when ascertained.

9 10. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
12 and scope of such agency or employment, and with the approval and ratification of each of the
13 other Defendants.

14 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
16 of a practice which resulted in Defendants not paying Plaintiff and other members of the below-
17 described class in accordance with applicable California labor laws as alleged herein.

18 12. Plaintiff is informed and believes and thereon alleges that each and every one of
19 the acts and omissions alleged herein were performed by, and/or attributable to, all defendants,
20 each acting as agents and/or employees, and/or under the direction and control of each of the other
21 defendants, and that said acts and failures to act were within the course and scope of said agency,
22 employment and/or direction and control.

23 **CLASS ACTION ALLEGATIONS**

24 13. This action has been brought and may be maintained as a class action pursuant to
25 California Code of Civil Procedure § 382 because there is a well-defined community of interest
26 among the persons who comprise the readily ascertainable class defined below and because
27 Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class
28 action.

14. **Class Definition:** The class is defined as follows: All persons Defendants
employed in California as hourly employees including, but not limited to, crew members, cooks,
preps, prep cooks, kitchen help, servers, line cooks, restaurant team members, restaurant workers,



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 cashiers, shift leads, and comparable positions at any time during the period beginning four years
2 prior to the filing of this action and ending on the date that final judgment is entered in this action.

3 15. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
4 right to amend or modify the class definition with greater specificity, by further division into
5 subclasses and/or by limitation to particular issues.

6 16. **Numerosity:** The Class Members are so numerous that the individual joinder of
7 each individual Class Member is impractical.

8 17. **Commonality and Predominance:** Common questions of law and fact exist as to
9 all Class Members and predominate over any questions which affect only individual Class
10 Members. These questions include, but are not limited to:

11 A. Whether Defendants failed to pay all wages earned to Class Members for
12 all hours worked?

13 B. Whether Defendants failed to provide the Class Members with all rest
14 periods as required by section 12 of the Wage Order?

15 C. Whether Defendants failed to provide the Class Members with all meal
16 periods as required by section 11 of the Wage Order?

17 D. Whether Defendants willfully failed to provide the class with timely final
18 wages?

19 E. Whether Defendants engaged in unfair competition within the meaning of
20 Business and Professions Code §§ 17200, *et seq.*, with respect to the Class Members?

21 F. Whether Defendants knowingly and intentionally failed to provide the
22 Class Members with accurate wage statements?

23 18. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
24 Plaintiff is informed and believes and thereon alleges that Defendants have a policy, practice or
25 a lack of a policy which resulted in Defendants failing to comply with the California Labor Code
26 and the Business and Professions Code as alleged herein.

27 19. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
28 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
Members. Plaintiff will fairly and adequately represent and protect the interests of Class
Members.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

20. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced in wage and hour class action litigation and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent Class Members.

21. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of Class Members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual Class Members are likely to be relatively small and would thus make it difficult, if not impossible, for individual Class Members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting Class Members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

STATEMENT OF FACTS

22. Defendants began to employ Plaintiff on February 27, 2017 as a non-exempt hourly cook at its restaurant in Vacaville, California. Plaintiff worked for Defendants from the time of his hire until August 28, 2019 when Plaintiff ended his employment. During his employment, Plaintiff resigned from his position with Defendants, but later returned to work for Defendants. Defendants also employed Plaintiff at one of their locations in Fairfield (Solano County).

23. At the end of his most recent term of employment, Defendants paid Plaintiff at an hourly rate of \$13.00. At all relevant times, Defendants issued wages to Plaintiff and the Class Members on a biweekly basis. Defendants ordinarily scheduled Plaintiff to work shifts of five to eight hours, five to six days per week.

24. At all relevant times, Defendants failed to consistently provide Plaintiff and the Class Members with a daily 30-minute off-duty meal period within the first five hours of work on shifts over five hours or a second daily meal period within the first ten hours of work on shifts over ten hours. Defendants compelled Plaintiff and the Class Members to work during their meal periods without pay performing tasks such as cooking food, preparing food, and serving food. While Plaintiff and the Class Members were clocked out for meal periods, Defendants required



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 them to continue working because they had insufficient staff to operate their restaurants if one or
2 more employees took duty free meal or rest periods. Furthermore, if Plaintiff and the Class
3 Members did not clock out for meal periods, the general managers, including Jimmy Moore,
4 edited their time sheets to falsely show periods off-the-clock for at least 30 minutes. Defendants
5 also failed to pay Plaintiff and the Class Members premium wages for those workdays it failed to
6 provide them with one or more meal periods in compliance with California law.

7 25. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
8 with paid, uninterrupted, duty-free 10-minute rest periods every four hours worked or major
9 portion thereof. Defendants compelled Plaintiff and the Class Members to work during their rest
10 breaks performing tasks such as cooking food, preparing food, and serving food. Defendants also
11 failed to provide Plaintiff and the Class Members with a third rest period when they worked in
12 excess of ten hours in a workday. Defendants failed to pay Plaintiff and the Class Members
13 premium wages for days in which it failed to provide them with one or more rest periods under
14 Labor Code § 226.7 and Wage Order No. 5.

15 26. Defendants failed to pay Plaintiff and the Class Members overtime for all hours
16 over eight in a day and forty in a week. Instead, Defendants paid Plaintiff and the Class Members
17 straight-time for all hours worked. Additionally, Plaintiff and the Class Members incurred
18 uncompensated overtime when Defendants failed to provide them with an uninterrupted 30-
19 minute meal period and required them to engage in work while off the clock. For instance, before
20 Plaintiff and the Class Members clocked in or after they clocked out, Defendants required Plaintiff
21 and the Class Members to paint, power-wash the patio floor, and assist coworkers with tasks such
22 as timely food preparation and orders.

23 27. Moore and other managers instructed Plaintiff and the Class Members to perform
24 work before clocking in. Additionally, Moore instructed Plaintiff and the Class Members to work
25 entire shifts on their days off without clocking in. Defendants failed to pay Plaintiff and the Class
26 Members for time worked off-the-clock.

27 28. Defendants did not credit Plaintiff and the Class Members with the hours worked
28 off-the-clock or edited their time sheets as described above. In connection with this, Defendants
failed to provide Plaintiff and the Class Members with accurate wage statements because
Defendants did not state on the wage statements all hours Plaintiff and the Class Members worked
and all wages they earned, including, but not limited to minimum and overtime wages.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

29. At all relevant times, upon resignation or termination, Defendants failed to pay unpaid wages in a timely manner. Defendants willfully failed and refused to pay timely compensation and wages, for among other things, off-the-clock work and for the circumstances described above. Defendants willfully failed and refused to pay timely compensation and wages, for among other things, unpaid overtime and unpaid meal periods.

30. For the reasons stated herein, Plaintiff alleges the following violations of the California Labor Code and the Wage Order 5 on behalf of himself and the Class Members:

A. Defendants failed to provide Plaintiff and the Class Members with all rest breaks and meal periods;

B. Defendants failed to pay Plaintiff and the Class Members one hour's pay for each workday in which they failed to provide them with one or more rest breaks;

C. Defendants failed to pay Plaintiff and the Class Members one hour's pay for each workday in which they failed to provide them with one or more meal periods;

D. Defendants failed to pay Plaintiff and the Class for all hours worked at the correct rates of pay including, but not limited to, minimum and overtime pay due to off-the-clock work;

E. Defendants also failed to timely pay Plaintiff and the Class Members all earned wages during employment and at the time of separation from employment; and

F. Defendants failed to provide Plaintiff and the Class Members with accurate wage statements.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class Members against all Defendants)

31. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

32. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

33. Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

34. In relevant part, Labor Code Section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

35. In relevant part, Section 11 of the Wage Order states:

Meal Period

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

36. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 37. During the relevant time period, Defendants failed to provide Plaintiff with all
2 required meal periods in accordance with California Labor Code § 512 and the Wage Order,
3 including, but not limited to, a 30-minute uninterrupted meal periods on workdays he worked
4 more than five hours in a workday. Plaintiff is informed and believes and thereon alleges that, at
5 relevant times within the applicable limitations period, Defendants maintained a policy, practice,
6 or a lack of a policy which resulted in Defendants not providing the Class Members with all meal
7 periods required by California Labor Code § 512 and the Wage Order, including, but not limited
8 to, a 30-minute uninterrupted meal period on workdays they worked more than five hours in a
workday.

9 38. At all relevant times, Defendants failed to consistently provide Plaintiff and the
10 Class Members with a daily 30-minute off-duty meal period within the first five hours of work
11 on shifts over five hours or a second daily meal period within the first ten hours of work on shifts
12 over ten hours. Defendants compelled Plaintiff and the Class Members to work during their meal
13 periods without pay performing tasks such as cooking food, preparing food, and serving food.
14 While Plaintiff and the Class Members were clocked out for meal periods, Defendants required
15 them to continue working because they had insufficient staff to operate their restaurants if one or
16 more employees took duty free meal or rest periods. Furthermore, if Plaintiff and the Class
17 Members did not clock out for meal periods, the general managers, including Jimmy Moore,
edited their time sheets to falsely show periods off-the-clock for at least 30 minutes.

18 39. Defendants failed to pay Plaintiff the additional wages required by California
19 Labor Code § 226.7 for all meal periods not provided to him. Plaintiff is informed and believes
20 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
21 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
22 providing the Class Members with additional wages for all meal periods not provided to them as
23 required by California Labor Code § 226.7.

24 40. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
25 suffered damages in amounts subject to proof to the extent they were not paid additional wages
26 owed for all meal periods not provided to them.

27 41. By reason of the above, Plaintiff and the Class Members are entitled to premium
28 wages for workdays in which one or more meal periods were not provided to them pursuant to
California Labor Code § 226.7.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 ///

2 ///

3 ///

4 **SECOND CAUSE OF ACTION**
5 **FAILURE TO PROVIDE REST BREAKS**
6 **(Lab. Code §§ 226.7 and 1198)**

7 **(By Plaintiff and the Class Members against all Defendants)**

8 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 43. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendants and entitled to the benefits and protections
11 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

12 44. Labor Code § 1198 states:

13 The maximum hours of work and the standard conditions of labor fixed by
14 the commission shall be the maximum hours of work and the standard
15 conditions of labor for employees. The employment of any employee for
16 longer hours than those fixed by the order or under conditions of labor
17 prohibited by the order is unlawful.

18 45. In relevant part, Section 12 of the Wage Order states:

19 **Rest Period**

20 A) Every employer shall authorize and permit all employees to take
21 rest periods, which insofar as practicable shall be in the middle of each
22 work period. The authorized rest period time shall be based on the total
23 hours worked daily at the rate often (10) minutes net rest time per four (4)
24 hours or major fraction thereof. However, a rest period need not be
25 authorized for employees whose total daily work time is less than three and
26 one-half (3½) hours. Authorized rest period time shall be counted as hours
27 worked for which there shall be no deduction from wages.

28 (B) If an employer fails to provide an employee a rest period in
accordance with the applicable provisions of this Order, the employer shall
pay the employee one (1) hour of pay at the employee's regular rate of
compensation for each work day that the rest period is not provided.

46. "[I]n the context of an eight-hour shift, '[a]s a general matter,' one rest break
should fall on either side of the meal break. (*Ibid.*)" *Brinker Rest. Corp. v. Superior Court* (2012)
53 Cal 4th 1004, 1032, 273 P.3d 513, 531.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 47. In addition, Labor Code Section 226.7 states:

2 (b) An employer shall not require an employee to work during a meal
3 or rest or recovery period mandated pursuant to an applicable statute, or
4 applicable regulation, standard, or order of the Industrial Welfare
5 Commission, the Occupational Safety and Health Standards Board, or the
6 Division of Occupational Safety and Health.

7 (c) If an employer fails to provide an employee a meal or rest or
8 recovery period in accordance with a state law, including, but not limited
9 to, an applicable statute or applicable regulation, standard, or order of the
10 Industrial Welfare Commission, the Occupational Safety and Health
11 Standards Board, or the Division of Occupational Safety and Health, the
12 employer shall pay the employee one additional hour of pay at the
13 employee's regular rate of compensation for each workday that the meal or
14 rest or recovery period is not provided.

15 48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
16 provided with net rest breaks of at least ten minutes for each four-hour period of work, or major
17 fraction thereof.

18 49. Defendants failed to provide Plaintiff with all required rest breaks in accordance
19 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
20 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
21 which resulted in Defendants not providing the Class Members with all rest breaks required by
22 California law.

23 50. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
24 with paid, uninterrupted, duty-free 10-minute rest periods every four hours worked or major
25 portion thereof. Defendants compelled Plaintiff and the Class Members to work during their rest
26 breaks performing tasks such as cooking food, preparing food, and serving food. Defendants also
27 failed to provide Plaintiff and the Class Members with a third rest period when they worked in
28 excess of ten hours in a workday.

 51. Defendants failed to pay Plaintiff the additional wages required by California
Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and
thereon alleges that, at relevant times within the applicable limitations period, Defendants have
maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
Class Members with additional wages for all rest breaks not provided to them as required by



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

California Labor Code § 226.7.

52. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them.

53. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

THIRD CAUSE OF ACTION

FAILURE TO PAY EMPLOYEES ALL WAGES FOR ALL HOURS WORKED

(Lab. Code §§ 510, 1194, 1194.2, 1197, and 1198)

(By Plaintiff and the Class Members against all Defendants)

54. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

55. At all relevant times during the applicable limitations period, Plaintiff and the Class have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 1194, 1197, and 1198, and the Wage Order.

56. Section 2 of the applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

57. Section 4 of the applicable Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

58. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 59. Labor Code section 1194 invalidates any agreement between an employer and an
2 employee to work for less than the minimum wage required under the applicable Wage Order.

3 60. Labor Code § 1197 makes it unlawful for an employer to pay an employee less
4 than the minimum wage required under the applicable Wage Order for all hours worked during a
5 payroll period.

6 61. Labor Code § 1198 makes it unlawful for an employer to employ an employee
7 under conditions that violate the Wage Order.

8 62. In relevant part, Section 4 of the Wage Order states:

9 **Minimum Wage**

10 (A) Every employer shall pay to each employee wages not less than the
11 following:

12 (1) Any employer who employs 26 or more employees shall pay to
13 each employee wages not less than the following:

14 (a) Ten dollars and fifty cents (\$10.50) per hour for all hours worked,
15 effective January 1, 2017; and

16 (b) Eleven dollars (\$11.00) per hour for all hours worked, effective
17 January 1, 2018.

18 (2) Any employer who employs 25 or fewer employees shall pay to
19 each employee wages not less than the following:

20 (a) Ten dollars (\$10.00) per hour for all hours worked, effective January
21 1, 2016 through December 31, 2017; and

22 (b) Ten dollars and fifty cents (\$10.50) per hour for all hours worked,
23 effective January 1, 2018.

24 ...

25 (B) Every employer shall pay to each employee, on the established
26 payday for the period involved, not less than the applicable minimum
27 wage for all hours worked in the payroll period, whether the remuneration
28 is measured by time, piece, commission, or otherwise.”

29 63. Employers must compensate non-exempt employees for “off-the-clock” work
(before punching in or after punching out on a time clock) if the employers knew or should have
known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.

30 64. At all relevant times, Defendants compensated Plaintiff and the other Class
Members with an hourly rate of pay on a biweekly basis.

31 65. Plaintiff is informed and believes that, at all relevant times, Defendants have
applied centrally devised policies and practices to him and the other Class Members with respect



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 to working conditions and compensation arrangements.

2 66. At all relevant times, Defendants failed to compensate Plaintiff and the other Class
3 Members at premium overtime rates of one and one-half times (1½ x) their regular rates of pay
4 for hours they worked in excess of eight in a day, 40 hours in a week, and on the 7th day of the
workweek.

5 67. Defendants failed to pay Plaintiff and the Class Members overtime for all hours
6 over eight in a day and forty in a week. Instead, Defendants paid Plaintiff and the Class Members
7 straight-time for all hours worked. Additionally, Plaintiff and the Class Members incurred
8 uncompensated overtime when Defendants failed to provide them with an uninterrupted 30-
9 minute meal period and required them to engage in work while off the clock. For instance, before
10 Plaintiff and the Class Members clocked in or after they clocked out, Defendants required Plaintiff
11 and the Class Members to paint, power-wash the patio floor, and help on the floor with tasks such
12 as food preparation and getting orders out on-time. Moore and other managers instructed Plaintiff
13 and the Class Members to perform work before clocking in. Additionally, Moore instructed
14 Plaintiff and the Class Members to work entire shifts on their days off without clocking in.
15 Defendants failed to pay Plaintiff and the Class Members for time worked off-the-clock.
16 Defendants did not credit Plaintiff and the Class Members with the hours worked off-the-clock
or edited their time sheets as described above.

17 68. Defendants did not pay Plaintiff and the other Class Members minimum, regular
18 or overtime wages for the work they required or permitted them to perform during off-the-clock
19 meal periods, before clocking in, and after clocking out. At all relevant times, Defendants failed
20 to pay all overtime compensation to Plaintiff and the other Class Members for hours worked in
21 excess of eight hours per day. Defendants also failed to pay all overtime compensation to Plaintiff
and the other Class Members for hours worked in excess of 40 hours per week.

22 69. Plaintiff is informed and believes and thereon alleges that, at relevant times,
23 Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants'
24 failure to compensate the Plaintiff and the other Class Members for all hours worked.

25 70. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
26 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
27 the full amount of wages earned during each pay period during the applicable limitations period.

28 71. As a result of Defendants' conduct, Plaintiff, on behalf of himself and the Class,



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 seeks damages and/or restitution for all earned wages which Defendants failed to pay them at the
2 correct rates of pay, interest thereon, costs of suit and reasonable attorney's fees pursuant to
3 California Labor Code § 1194.

4 72. In addition, pursuant to Labor Code § 1194, Plaintiff, on behalf of himself and the
5 Class, seeks to recover unpaid hourly and minimum wages, liquidated damages in amounts equal
6 to the amounts of unpaid wages, interest thereon, and awards of reasonable costs and attorneys'
7 fees, all in amounts subject to proof.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE, WRITTEN WAGE STATEMENTS**

10 **(Lab. Code § 226)**

11 **(By Plaintiff and the Class Members against all Defendants)**

12 73. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 74. At all relevant times during the applicable limitations period, Plaintiff and the
14 Class Members have been employees of Defendants and entitled to the benefits and protections
15 of California Labor Code § 226.

16 75. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
17 entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized
18 statement showing: a) gross wages earned; b) net wages earned; c) all applicable hourly rates in
19 effect during the pay period; and d) the corresponding number of hours worked at each hourly
20 rate by the employee.

21 76. Pursuant to California Labor Code § 226(e), an employee suffering injury as a
22 result of a knowing and intentional failure by an employer to comply with subdivision (a) is
23 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
24 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
25 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
26 is entitled to an award of costs and reasonable attorney's fees.

27 77. Pursuant to California Labor Code § 226(e), an employee is deemed to suffer
28 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
injury if the employer fails to provide accurate and complete information as required by California
Labor Code § 226(a) and the employee cannot "promptly and easily determine" from the wage
statement alone one or more of the following:



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 A. The amount of the gross wages or net wages paid to the employee during
2 the pay period or any of the other information required to be provided on the itemized wage
3 statement pursuant to California Labor Code § 226(a);

4 B. Which deductions the employer made from gross wages to determine the
5 net wages paid to the employee during the pay period;

6 C. The name and address of the employer and, if the employer is a farm labor
7 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
8 and address of the legal entity that secured the services of the employer during the pay period;
9 and

10 D. The name of the employee and only the last four digits of his or her social
11 security number or an employee identification number other than a social security number.

12 78. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
13 means a reasonable person would be able to readily ascertain the information without reference
14 to other documents or information.

15 79. As alleged herein, Defendants failed to provide Plaintiff and the Class Members
16 all wages owed, including but not limited to, minimum and overtime wages. As a result,
17 Defendants have failed to properly and accurately itemize each employee’s gross wages earned,
18 net wages earned, the total hours worked, the corresponding number of hours worked by
19 employees and other requirements of California Labor Code § 226. As a result, Defendants have
20 violated California Labor Code § 226.

21 80. Defendants’ failure to provide Plaintiff and the Class Members with accurate
22 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
23 the Class Members with accurate wage statements but intentionally provided wage statements
24 that Defendants knew were not accurate.

25 81. As a result of being provided with inaccurate wage statements by Defendants,
26 Plaintiff and the Class Members have suffered injury. Their legal rights to receive accurate wage
27 statements were violated and they were misled about the amount of wages they had actually
28 earned and were owed. In addition, the absence of accurate information on their wage statements
prevented immediate challenges to Defendants’ unlawful pay practices, has required discovery
and mathematical computations to determine the amounts of wages owed, has caused difficulty
and expense in attempting to reconstruct time and pay records and/or has led to the submission of



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
2 and the Class Members were not able to ascertain from the wage statements whether Defendants
3 complied with their obligations under California Labor Code § 226(a).

4 82. Pursuant to California Labor Code § 226(e), Plaintiff and the Class Members
5 are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the
6 initial pay period in which a violation of California Labor Code § 226(a) occurred and one
7 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
8 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are
9 also entitled to an award of costs and reasonable attorneys' fees.

10 **FIFTH CAUSE OF ACTION**

11 **WAITING TIME PENALTIES**

12 **(Lab. Code §§ 201-203)**

13 **(By Plaintiff and the Class against all Defendants)**

14 83. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

15 84. At all relevant times during the applicable limitations period, Plaintiff and the
16 class have been non-exempt employees of Defendants and entitled to the benefits and
17 protections of California Labor Code sections 201-203, and the Wage Order.

18 85. Labor Code section 201 provides that all earned and unpaid wages of an
19 employee who is discharged are due and payable immediately at the time of discharge.

20 86. Labor Code section 202 provides that all earned and unpaid wages of an
21 employee who quits after providing at least 72-hours notice before quitting are due and payable
22 at the time of quitting and that all earned and unpaid wages of an employee who quits without
23 providing at least 72-hours notice before quitting are due and payable within 72 hours.

24 87. By failing to pay all earned minimum, regular, and overtime wages to Plaintiff
25 and the Class as described above, Defendants failed to timely pay them all earned and unpaid
26 wages in violation of Labor Code section 201 or 202.

27 88. Labor Code section 203 provides that the wages of an employee continue on a
28 daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
and unpaid wages to the employee in accordance with Labor Code section 201 or 202.
Defendants willfully failed and refused to pay timely compensation and wages, for among other
things, off-the-clock work and for the circumstances described above. Defendants willfully failed



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 and refused to pay timely compensation and wages, for among other things, unpaid overtime and
2 unpaid meal periods.

3 89. Plaintiff is informed and believes that Defendants' failures to timely pay
4 Plaintiff and the class all of their earned and unpaid wages have been willful in that, at all
5 relevant times, Defendants have deliberately maintained policies and practices that violate the
6 requirements of the Labor Code and the Wage Order even though, at all relevant times, they
7 have had the ability to comply with those legal requirements.

8 90. Pursuant to Labor Code section 203, Plaintiff seeks waiting time penalties on
9 behalf of himself and the Class Members, in amounts subject to proof not to exceed 30 days of
10 waiting time penalties for each class member.

11 **SIXTH CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

14 **(By Plaintiff and the Class Members against all Defendants)**

15 91. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 92. At all relevant times during the applicable limitations period, Plaintiff and the
17 Class Members have been employees of Defendants and entitled to the benefits and protections
18 of the Business and Professions Code §§ 17200, *et seq.*

19 93. The unlawful conduct of Defendants alleged herein amount to and constitutes
20 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
21 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
22 gained a competitive advantage over other comparable companies doing business in California
23 that comply with their legal obligations to compensate employees for all earned wages.

24 94. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
25 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
26 Members were deprived of wages for all hours worked and for all rest and meal periods not
27 provided to them and unpaid wages.

28 95. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
Class Members are entitled to restitution of all monies rightfully belonging to them that
Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
practices.



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 96. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
2 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
3 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

4 **SEVENTH CAUSE OF ACTION**

5 **CIVIL PENALTIES**

6 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

7 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 98. The "Aggrieved Employees" are all members of the Class defined above who
9 Defendants employed during the period beginning February 5, 2019 and ending on the date that
10 final judgment is entered in this action.

11 99. Labor Code § 204 states

12 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
13 or 204.2, earned by any person in any employment are due and payable twice
14 during each calendar month, on days designated in advance by the employer as the
15 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
16 calendar month shall be paid for between the 16th and the 26th day of the month
17 during which the labor was performed, and labor performed between the 16th and
18 the last day, inclusive, of any calendar month, shall be paid for between the 1st
19 and 10th day of the following month. ...

20 (b) (1) Notwithstanding any other provision of this section, all wages
21 earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 (2) An employer is in compliance with the requirements of subdivision (a) of
24 Section 226 relating to total hours worked by the employee, if hours worked in
25 excess of the normal work period during the current pay period are itemized as
26 corrections on the paystub for the next regular pay period. Any corrections set out
27 in a subsequently issued paystub shall state the inclusive dates of the pay period
28 for which the employer is correcting its initial report of hours worked.

 (c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.

 (d) The requirements of this section shall be deemed satisfied by the payment
of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
more than seven calendar days following the close of the payroll period.

100. Defendants paid wages to employees on regular intervals. Defendants, however,



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

1 failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information
2 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
3 intervals for all wages earned and all hours worked.

4 101. During the applicable time period, Defendants violated California Labor Code §§
5 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, and 1198.

6 102. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
7 behalf of themselves and other current or former employees, to bring a civil action to recover civil
8 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

9 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
10 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
11 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198 during the applicable
12 limitations period in the following amounts:

13 A. For violations of California Labor Code § 204, one hundred dollars
14 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
15 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
16 (penalty amounts established by California Labor Code § 210).

17 B. For violations of California Labor Code § 1174, five hundred dollars
18 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
19 California Labor Code § 1174.5).

20 C. For violations of California Labor Code § 226(a), two hundred fifty dollars
21 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
22 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
23 California Labor Code § 226.3).

24 D. For violations of California Labor Code §§ 510 and 512, fifty dollars
25 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
26 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
27 established by California Labor Code § 558).

28 E. For violations of California Labor Code § 1197, one hundred dollars
(\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
(regardless of whether the initial violations were intentionally committed) (penalty amounts



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

established by California Labor Code § 1197.1).

F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194, and 1198, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

104. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated February 5, 2020, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA dated February 5, 2020 is attached as Exhibit A. Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate these allegations.

105. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in connection with their claims for civil penalties.

PRAYER FOR RELIEF

106. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for relief and judgment against Defendants as follows:

A. An order that the action be certified as a class action with respect to Plaintiff’s claims for violations of California law;

B. An order that Plaintiff be appointed class representative;

C. An order that counsel for Plaintiff be appointed class counsel;

D. Unpaid wages, including overtime and double-time wages;

E. Premium wages;

F. Statutory penalties;

G. Civil penalties;

H. Declaratory relief;

I. Actual damages;



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

- J. Restitution;
K. Pre-judgment interest;
L. Costs of suit;
M. Reasonable attorneys' fees; and
N. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

107. Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: 05 / 15 / 2020

By



DAVID SPIVAK

CAROLINE TAHMASSIAN

Attorneys for Plaintiff, ANTHONY SIKES, and
all others similarly situated



SPIVAK LAW

Employee Rights Attorneys
16530 Ventura Blvd., Ste 203
Encino, CA 91436
(818) 582-3086 Tel
(818) 582-2561 Fax
SpivakLaw.com

PROOF OF SERVICE

State of California,
County of Los Angeles

1. I am a citizen of the United States and am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to the within action. My business address is 16530 Ventura Blvd., Suite 203, Encino, California 91436.

2. I am familiar with the practice of The Spivak Law Firm, for collection and processing of correspondence for mailing with the United States Postal Service. It is the practice that correspondence is deposited with the United States Postal Service the same day it is submitted for mailing.

On Friday, May 15, 2020, I caused to have electronically served the following document described as **CLASS ACTION FIRST AMENDED COMPLAINT FOR:**
1.Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, and 1198);
2.Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);3.Failure to Compensate For All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);4.Wage Statement Penalties (Lab. Code § 226); 5.Waiting Time Penalties (Lab. Code §§ 201-203); 6.Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and 7.Civil Penalties (Lab. Code §§ 2698, et seq.). on interested parties with the email listed below:

Steven H. Bovarnick
Leland, Parachini, Steinberg, Matzger & Melnick LLP
199 Fremont Street, 21st Floor
San Francisco, CA 94105
SBovarnick@lpslaw.com

____ (BY MAIL) I caused such an envelope to be mailed by placing it for collection and mailing, in the course of ordinary business practice, with other correspondence of The Spivak Law Firm, 16530 Ventura Blvd., Suite 203, Encino, California 91436.

XXXX (BY EMAIL) Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above from my electronic service address silvia@spivaklaw.com.

EXECUTED on Friday, May 15, 2020, at Encino, California.

XXXX (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

____ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.



SILVIA KIROLLOS